



**REQUEST FOR PROPOSALS
FOR ON-CALL ENVIRONMENTAL
CONSULTING SERVICES**

CONTRACT NO. F5240

RFP Issued: November 10, 2020

Submission Deadline: December 18, 2020 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 contact listed here: Rashi Puri. All inquiries shall be made by email to the following address rpuri@hrpt.ny.gov or to recipient email and 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**”) for Environmental Consulting Services. The Trust seeks to retain one or more on-call environmental consulting firms (hereafter “**Consultant(s)**”) that can assist the Trust in completing environmental review documents, applying for environmental permits, assessing and remediating any discovered hazardous materials, seeking approvals under the New York City Zoning Resolution, and advising on general compliance with federal, state and local environmental laws and regulations as applicable to the Trust or Hudson River Park (the “**Park**”). All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the form of draft Contract that accompanies this RFP (the “**Contract Draft**”) as Exhibit 6.

Subject to the availability of funds, project needs, and the responses to this RFP, the Trust will select one or more Consultant(s) to provide on-call environmental consulting services (the “**Services**”). The Consultant(s) will commence the Services upon a written Notice to Proceed with a detailed scope of work from the Trust as work becomes available. 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.**

As background, Hudson River Park is a 550-acre park and estuarine sanctuary located north of Battery Park City to West 59th Street and between the west side of the Route 9A bikeway and east of the U.S. Pierhead line in the Borough of Manhattan, City of New York. The Park includes four miles of waterside esplanade, reconstructed public piers, community boat houses, sports fields, playgrounds, tennis and basketball courts and skateparks among numerous other public amenities. The Trust also has entered into lease agreements, concession agreements and occupancy permits for a number of commercial uses in the Park, including at Pier 57 and Piers 59-61. The Hudson River Park Trust – a partnership between New York State and New York City – manages the Park’s design, construction, and operation.

Construction of the Park is performed in conformance with a General Project Plan and Final Environmental Impact Statement issued by the Empire State Development Corporation in 1998 and parkwide environmental permits issued by the Army Corps of Engineers and New York State Department of Environmental Conservation for in-water work. Subsequent environmental review and permitting has taken place for new or revised projects that were not included as part of those earlier reviews or for development in the Park undertaken by tenants or permittees.

Planned projects for 2021 include construction of new park uses at Pier 97 and Gansevoort Peninsula, both of which are now in the final stages of design. The Trust is also working with a Pier 76 Task Force and thus it is expected that there will be a need for environmental consulting services related to development of interim and permanent uses at Pier 76, which currently is used as a New York Police Department tow pound.

The Trust intends to engage one or more Consultant(s) for a five year term commencing in or around February 2021.

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 and the Contract Draft prior to submitting your proposal.

Specific Terms, Deadlines and Requirements:

The Project: Hudson River Park Trust seeks one or more experienced Environmental Consultants to provide on-call environmental consulting services.

The Project Site: Parkwide

Type of Services: Consultant may be asked to assist the Trust in securing environmental permits, conducting environmental review under the State Environmental Quality Review Act (“SEQRA”) for new projects in the Park as applicable, conducting Phase 1 or 2 Environmental Site Assessments, performing required environmental remediation, seeking zoning approvals under the New York City Zoning Resolution, and providing information and guidance on environmental regulations that may impact the Park (the “**Services**”), as more specifically described in the Scope of Services attached hereto at Exhibit 6.

Minimum Experience Required: The Environmental Consulting Firm must have at least five years of experience working as an environmental consultant in New York State. The Trust prefers firms that have worked with New York State agencies, including public benefit corporations or public authorities, for projects located in New York City. The Trust prefers to select one or more Consultant(s) that have all the Services’ expertise as set forth below and in more detail in Exhibit 6, but the Trust may also choose a number of smaller consulting firms that have a particular expertise, such as remediation of hazardous materials to also be on the on-call Environmental Consulting Services list.

Respondents should have experience in preparing environmental review documents pursuant to SEQRA, addressing impacts to historic resources under the New York State Historic Preservation Act, preparing Phase 1 and 2 Environmental Site Assessments to address hazardous materials and developing remediation plan, seeking permits from the Army Corps of Engineers and New York State Department of Environmental Conservation, and familiarity with the New York City CEQR Manual, National Environmental Policy Act and the New York City Zoning Resolution.

Contract Information

Anticipated Contract Date: February 2021

Anticipated Contract Term: 5 Years

Questions Regarding RFP: Potential proposers can send by email at the email address below or via mail at the Recipient address below written questions/clarifications by **November 20, 2020**. 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 **December 1, 2020**.

Proposal Submission Requirements

Label on Envelope:

- **Envelope Number One - for the Proposal Only:** “Proposal for On-Call Environmental Consulting Services, F5240”
- **Envelope Number Two - for Prices Only:** “Price Proposal for On-Call Environmental Consulting Services, F5240”

Proposers must submit **three (3) hardcopies** and **one (1) electronic copy** on USB or CD by the **Submission Deadline of December 18, 2020 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: Rashi Puri

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

M/WBE Participation Goal: 30% (See Exhibit 5 for more information)

SDVOB Participation Goal: 6% (See Exhibit 5 for more information)

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

- 30% The respondent’s experience in providing environmental consultant services similar to the Services described in Exhibit 6 attached hereto over the past five years;
- 20% The respondent’s experience in preparing environmental review documents under SEQRA and environmental permit applications for other New York State governmental entities (state agencies, public benefit corporations and public authorities) for projects located in New York City;
- 20% The quality of the respondent’s management and team members to provide the services, reputation, and references;

30% The proposed fee schedule.

As noted above, the Trust may also select one or more smaller on-call environmental consulting firms that have a unique environmental specialty offered at a reasonable fee, such as a firm that specializes in cost-effective Phase I Environmental Site Assessments or conducting environmental remediation.

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** attached hereto as Exhibit 1; the certifications/New York State or City required forms 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, Subcontractor Utilization Plan, 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, including (i) the types of environmental services your firm can provide based on the list of potential services contained in the Scope of Services at Part III, Appendix B of the accompanying Contract Draft and also made available at Exhibit 6 attached hereto (i.e., environmental review under SEQRA, hazardous materials remediation, preparation of environmental permits, securing of zoning approvals), (ii) a list of sample projects worked on in the past five years that are similar to the scope of Services, (iii) three client references, and (iv) the list of environmental consultants that may be assigned to Trust matters along with their resumes or CVs.

Envelope Number Two. In a second sealed envelope labeled as required above, place complete fee schedules and cost. All fee and cost schedules should be submitted as described in Exhibit 2 to this RFP.

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; and/or
- (iii) missing any information, supplemental forms or other documentation required by this RFP or by applicable law.

PART II REQUIREMENTS

1. SERVICES TO BE PERFORMED

The selected Consultant shall have the ability to perform one or more of the services described in the Scope of Services annexed as Appendix B in Part III of the Contract Draft and annexed hereto at Exhibit 6. **Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services and the terms in the accompanying form of Draft Contract.**

2. COMPENSATION

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

In General. As this RFP is for on-call environmental consulting services and not for a specific project, as work or projects arise, the Trust and Consultant will complete a detailed scope of services with estimated fees and costs that will be attached to a Notice to Proceed to be issued by the Trust in writing prior to the selected Consultant commencing any work. Thereafter, the Consultant must send monthly invoices that identify the work performed, the persons performing the work, and the hourly billing rates for each person or the fixed pricing for the project as provided for in the scope of services for individual projects, any reimbursable costs and all other billing information required by the Trust.

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 Consultant 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 of the Contract Draft referred to as Exhibit 6 and which accompanies this RFP. 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 six (6) months 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 two (2) months.

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 subConsultants 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 sub-consultants to submit a Workforce Utilization Form EEO-101, in such format as shall be required by the Trust on a monthly basis when the Consultant is providing services 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 Consultant and sub-consultants 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. Consultants must register on PASSPort with the Mayor's Office of Contracts for itself and sub-consultants for all contracts totaling \$250,000 or more in a 12-month period. If applicable, all Consultants 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(s), if any, will be those whose proposals are 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 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) The Respondent has identified the types of environmental consulting services that it is qualified to undertake in the accompanying statement of Respondent's Statement of Approach to 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: _____

Respondent's website:

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

EXHIBIT 2
FEE SCHEDULE

1. The Respondent shall provide the hourly rates of each person that may be assigned to provide environmental services to the Trust and “multipliers” if any. The rates shall describe the normal hourly billing rate and whether the Respondent is providing a discount rate due to the Trust being a New York State Public Benefit Corporation and a 501(c)(3) nonprofit.
2. The Respondent shall also identify whether it provides capped fee services such as for preparing Phase 1 Environmental Site Assessments, providing its specific fees for such services.
3. The Respondent shall also state whether it accepts the Trust’s cost reimbursement schedule attached and provide any other specific reimbursable costs that would apply to the Services herein.
4. **PLEASE BE SURE THAT YOU SUBMIT YOUR FEE SCHEDULE IN A SEPARATE ENVELOPE – Envelope #2.**

HUDSON RIVER PARK TRUST REIMBURSABLE POLICY

A. The Consultant must submit detailed documentation in support of the Consultant's request for reimbursement. All invoices and their accompanying documentation must be forwarded along with a letter of transmittal as a part of the monthly application for payment to:

Hudson River Park Trust
Project Management Field Office
353 West Street, Pier 40 - 2nd Floor
New York, New York 10014

Invoices should be submitted monthly and include the Trust's contract and project numbers, if any. The Consultant should also include federal identification number with the first invoice.

B. Out-of-pocket expenses should be delineated on any invoices by general category. The Consultant must submit supporting documentation for each individual expense category.

C. **PRINTING / PHOTOGRAPHY.**

- (a) Internal printing, photography, Xeroxing, blueprinting or other reprographic work in performance of the scope of services is not reimbursable.
- (b) Outside printing, photography, Xeroxing, blueprinting, or other reprographic work performed will be reimbursed **only to the extent work is specifically requested by the Trust in writing**, and at cost evidenced by a receipt.

D. **TELEPHONE.**

- (a) All phone calls are part of Consultant's overhead costs and are not reimbursable.
- (b) Calls between Consultant's office(s) and its employees are not reimbursable.

E. **TRANSPORTATION.** Only authorized out-of-town travel in connection with the Project is to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances below, and **only to the extent that the work is specifically requested by the Trust in writing** and as evidenced by a receipt.

F. **LODGING.** Hotel/motel costs in connection with authorized out-of-town travel are to be reimbursed in accordance with the Trust Schedule of Reimbursable Allowances and **only to the extent that the work is specifically requested by the Trust in writing** and as evidenced by a receipt.

G. **OVERNIGHT DELIVERY, MESSENGER.** All messenger and delivery costs associated with the performance of the scope of services are part of the Consultant's overhead costs and are not reimbursable. Deliveries between Consultant's office(s) and its employees are not reimbursable. All messenger and delivery costs associated with out of scope services shall be reimbursed at receipted cost of such service without any handling or other Consultant add-on fee and **only to the extent that such work is specifically requested by the Trust in writing.**

H. **NON-REIMBURSABLES.**

- (a) Flight insurance.
- (b) Valet Services.
- (c) Personal expenses of any type.
- (d) Delivery charges associated with delivery of Consultant payment vouchers.

- (e) Public transportation, personal vehicle, and/or taxi to any Trust office or meeting.
- (f) Parking or toll charges associated with travel to Trust offices or meetings.

I. EQUIPMENT AND SUPPLIES. All costs for equipment and supplies are part of the Consultant’s overhead costs and are not reimbursable. **Where the Trust specifically requests** equipment or supplies not covered by the scope of services, the Consultant must supply the following detailed documentation:

- (a) Receipts of suppliers’ invoices for costs of commodities, equipment and supplies, or other reimbursable items. Invoices must show quantity, description and price (less applicable discounts and purchasing agent's commission).
- (b) Title to all equipment purchased pursuant to the Contract is vested in the Trust. The Trust has the option of claiming any or all of such equipment.

J. NO REIMBURSEMENT FOR SALES TAX. The Trust is a public benefit Trust and as such is exempt from all sales taxes in New York State. The Trust will not reimburse the Consultant for sales or use taxes over ten dollars (\$10.00) incurred in connection with the Contract. If the Consultant purchases goods or services that involve sales or use taxes in excess of over ten dollars (\$10.00), the Consultant must, in advance of making such purchases, obtain a sales tax certification from the Trust so that no such taxes are incurred.

K. GENERAL.

- (a) All receipts must be legible. Illegible receipts will not be reimbursed.
- (b) Original receipts should be presented for reimbursement whenever possible.
- (c) At any time or times until three (3) years after completion of Consultant’s services or earlier termination of the Contract by the Trust, the Trust may audit the vouchers and statements related to cost. Each payment theretofore made shall be subject to reduction for amounts included in the related voucher that are found on the basis of such audit to not constitute reimbursable costs. Any such payment may be reduced for overpayments or increased for underpayment, as the case may be.

**HUDSON RIVER PARK TRUST
SCHEDULE OF REIMBURSABLE ALLOWANCES**

I. LODGING

See:
<http://www.gsa.gov/portal/category/100120> for permissible allowances

II. TRANSPORTATION ALLOWANCES

A. PERSONAL CAR MILEAGE

\$.51 per mile; actual for trips, site visits, out-of-town meetings and to/from airport (not for travel to meetings in Manhattan and/or five boroughs of New York City).

B. CAR RENTAL

Actual

C. AIRLINE & OTHER PUBLIC TRANSPORTATION

Actual - evidenced by receipt.

D. TAXI FARES

Actual - evidenced by receipt.

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**
- 2. Subcontractor Utilization Plan (includes M/WBE and SDVOB Utilization Plan)**
- 3. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
- 4. 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?

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

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]

[Redacted name area]

Name of Business

[Redacted business name area]

Address

[Redacted address area]

City, State, Zip

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

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

I. Contractor Requirements and Procedures 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. **Because there are no specific projects at this time, the Utilization Plan may just list potential MWBE certified**

firms that may be used with the dollar amounts to be "TBD" on the Plan. 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.

II. 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 **six percent (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. **As there are no specific projects identified at this time, the Plan should just list SDVOB-certified firms that may be used and the dollar amount "TBD" on the form.** 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/Consultants' 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.

EXHIBIT 6
FORM OF CONTRACT DRAFT

(SEPARATE ATTACHMENT)

See Attached Scope of Services to be Included in Contract

SCOPE OF ON-CALL ENVIRONMENTAL CONSULTING SERVICES

The On-Call Environmental Services Consultant shall assist Hudson River Park Trust in (i) meeting its statutory obligations under the State Environmental Quality Review Act and State Historic Preservation Act and (ii) complying with all other federal, state, and local environmental laws and regulations as applicable to construction and operation activities in Hudson River Park. The Environmental Services would be defined in individual scopes of work attached to a notice to proceed as new matters that require review by an environmental consulting firm occur. Expected work includes the following:

- Preparation of detailed SEQRA Environmental Assessment Forms (EAFs) with supporting technical documentation and/or various technical environmental analyses (e.g., traffic analyses, air quality analyses, noise assessments, natural resource inventories and assessments, land use/zoning assessments, etc.) in compliance with the review and procedures set forth at 6 NYCRR Part 617. Additional studies that may be required include site environmental assessments/audits, environmental impact statements, and historic and archaeological studies. Environmental reviews may also need to comply with the City Environmental Quality Review (CEQR) Technical Manual assessment methodologies and, if project involves a federal action, the National Environmental Policy Act. The level and scope of environmental review will be determined on a project-by-project basis.
- Preparation of permit applications for in-water work to be filed with the U.S. Army Corps of Engineers and the New York State Department of Environmental Conservation.
- Preparation of Phase 1 and Phase 2 Environmental Site Assessments and development of plans for any required remediation of hazardous materials.
- Hazardous materials inspections including for asbestos, lead, mold, PCBs, petroleum products, and other potential hazardous materials/substances. Such work may include investigation, survey, sampling, laboratory services, waste tracking, environmental permitting, hazardous materials management, remedial investigation and design, and compliance assistance.
- Conducting remediation in compliance with all federal, state, and local hazardous materials laws and regulations.
- Preparation of health and safety plans.
- Working on strategies to address floodplain management and resiliency.
- Working on strategies to address motorized and non-motorized vehicle traffic and pedestrian circulation.
- Preparation of traffic management and monitoring plans.
- Informing the Trust of new environmental regulations that may impact the Trust or Park.
- Environmental mitigation compliance monitoring.

- Preparation of land use applications pursuant to New York City Zoning Resolution and advising on general zoning topics.
- Planning and feasibility studies, including public outreach planning and implementation

The Trust will develop a detailed scope of work for the particular project that requires the services of the Consultant. No work shall commence until the Trust provides the Consultant with a Notice to Proceed that attaches the scope of work.

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.