



**REQUEST FOR PROPOSALS  
FOR IRRIGATION SYSTEM REPAIRS,  
MAINTENANCE & WINTERIZATION  
SERVICES**

**DISCRETIONARY PROCUREMENT  
CONTRACT NO. M5042**

**RFP Issued: January 7, 2019**

**Submission Deadline: February 6, 2019**

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## PART I INTRODUCTION

### 1. INVITATION TO SUBMIT PROPOSAL

Hudson River Park Trust (the “Trust” or “HRPT”) is pleased to invite you to submit a proposal in response to this Request for Proposals (“RFP”). The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Part I, Section 2), along with such other information as the anticipated dates for the execution of a Contract with the consultant, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the draft Contract (the “**Contract Draft**”) annexed to this RFP as Exhibit 8.

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

Subject to the availability of funds and the responses to this RFP, the Trust will select one or more consultants(s) to provide the Services. The consultants(s) shall be experienced in all aspects of the Services. The consultants(s) will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Contract by the consultants(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

**2.1 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.

#### **2.2 Specific Terms, Deadlines and Requirements**

##### **2.2.1 Project Information.**

2.2.1.1 **The Project:** provide maintenance, repairs and winterization to HRPT’s irrigation systems

2.2.1.2 **The Project Site:** various locations throughout the Hudson River Park

2.2.1.3 **Type of Services:** irrigation services, including maintenance, repairs and winterization (the “**Services**”), as more specifically described in the **Scope of Services** (Appendix B of the Contract Draft)

## 2.2.2 **The Consultant:**

2.2.2.1 **Type:** irrigation services

2.2.2.2 **Minimum Experience Required:** The Consultant must meet the following requirements: an experienced irrigation services firm, with general knowledge of the park’s landscape features and irrigation requirements. The irrigation maintenance foreman shall be a competent supervisor experienced in irrigation repair and maintenance. The personnel performing tasks shall be knowledgeable and competent in performing such tasks and familiar with all irrigation components. They must be trained to operate equipment properly and maintain a safe work zone at all times.

## 2.2.3 **Contract Information**

2.2.3.1 **Anticipated Contract Date:** April 1, 2019

2.2.3.2 **Anticipated Contract Term:** Three (3) years

## 2.2.4 **Questions Regarding RFP**

2.2.4.1 **Question/Clarification Submission Deadline:**

(i) **Date:** January 18, 2019

(ii) **Time:** 5:00 p.m.

2.2.4.2 **Permitted Method:** in writing to Recipient at Recipient’s Mailing Address or Email Address as listed in Section 2.2.6 below only.

2.2.4.3 **Question Response Date:** January 25, 2019

2.2.4.4 Answers to Questions will be available at Trust website under Bids and Business Opportunities at <https://hudsonriverpark.org/about-us/bids-business-opportunities> (the “**Website**”)

**2.2.5 Pre-Proposal Meeting** (Optional)**2.2.5.1 Date:** January 17, 2019**2.2.5.2 Time:** 11:00 am**2.2.5.3 Location:** Pier 40 first floor lobby, 353 West Street,  
New York, NY 10014

Email your confirmation to attend pre-proposal meeting to Jennifer Sosa at [jsosa@hrpt.ny.gov](mailto:jsosa@hrpt.ny.gov)

**2.2.6 Proposal Submission Requirements****2.2.6.1 Label on Envelope:****2.2.6.1.1 One for the Proposal Only:** “Proposal for Irrigation System Repairs- Contract M5042”**2.2.6.1.2 One for Prices Only:** “Price Proposals for Irrigation System Repairs- Contract M5042”**2.2.6.2 Number of Sets of Proposals to be submitted:** Three hardcopies and one electronic copy on thumb drive, USB or CD**2.2.6.3 Submission Deadline:****(i) Date:** February 6, 2019**(ii) Time:** 3:00 p.m.**2.2.6.4 Method:** By Hand, Express Mail or other nationally-known overnight courier**2.2.6.5 Submit to the following Recipient:**

Jennifer Sosa, Procurement Manager

**2.2.6.6 Recipient’s Mailing Address:**Hudson River Park Trust  
Pier 40, 2nd Floor  
353 West Street, Rm. 201  
New York, NY 10014  
Attn: Jennifer Sosa**2.2.6.7 Recipient’s E-mail address:** [jsosa@hrpt.ny.gov](mailto:jsosa@hrpt.ny.gov)

2.2.7 **M/WBE Participation Goal:** There is no M/WBE participation goal for the Contract; however, non-M/WBE contractors are encouraged to use M/WBEs for any subcontracting opportunities. M/WBE contractors are encouraged to participate in this RFP.

2.2.8 **SDVOB Participation Goal:** There is no SDVOB participation goal for the Contract; however, non-SDVOB contractors are encouraged to use SDVOBs for any subcontracting opportunities. SDVOB contractors are encouraged to participate in this RFP.

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

60% The respondent's experience in providing services similar to the Scope of Services described herein; the quality of the respondent's management, reputation, references; favorable history, if any, in contracting or doing business with government bodies similar to the Trust, and evidence that the resources for both staff and equipment to perform the work specified are sufficient.

40% The proposed fee and cost schedules.

If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Nicole Steele at (212) 627-2020 or email [jsosa@hrpt.ny.gov](mailto:jsosa@hrpt.ny.gov) 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 in Part I, Section 2.2.6.3 of this RFP. 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.

**3.1 Envelope # 1.** In one sealed envelope labeled as required by Part I, Section 2.2.6.1.1 complete and place the following:

3.1.1 Respondent's **Proposal Certification Form** and **Questionnaire** attached hereto as Exhibit 1, and the certifications attached hereto in Exhibit 3 (Doing Business Data Form), Exhibit 4 (Lobbying Form), Exhibit 5 (Non-Collusion Form), Exhibit 6 (Iran Divestment Form) and Exhibit 7 (EO No. 177 Form).

3.1.2 In addition to three hard copies, one electronic copy of the materials required above must also be provided (i.e., on a CD, USB, thumb drive) and placed in the same Envelope#1

**3.2 Envelope #2.** In a second sealed envelope labeled as required by Part I, Section 2.2.6.1.2 place complete fee and cost schedules for all Services. All fee and cost schedules should be submitted in 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 submission shall include three hard copies and one electronic copy.

**3.3 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:

3.3.1 not enclosed in separate sealed envelopes as aforesaid;

3.3.2 not properly labeled;

3.3.3 received by a person other than the designated Recipient;

and/or

3.3.4 missing any information, certifications, supplemental forms or other documentation required by this RFP or by applicable law.

## PART II REQUIREMENTS

### 1. SERVICES TO BE PERFORMED AND WORK PRODUCT

The selected Consultant shall perform all work and services and deliver all of the Services specifically described in and required by the Scope of Services annexed as Appendix B in Part III of the Contract Draft (see Exhibit 8 separately enclosed). **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 Consultant as follows:

**2.1 In General.** Under the Contract, the Trust will agree to pay to the Consultant an amount not to exceed the Maximum Contract Price to be negotiated between the Trust and the selected Consultant based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all of the Services provided by the Consultant pursuant to the Contract and all expenses of the Consultant 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.

**2.2 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

**3.1 Proposal as Offer to Contract.** Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form annexed hereto as Exhibit 8. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPort website at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and any other government review and approval forms. Respondent’s proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the respondent for at least sixty (60) days after the date on which the proposals are received by the Trust, except that the Trust may by written notice to the respondent extend that date for an additional forty-five (45) days.

**3.2 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.

**3.3 Participation by New York State Business Enterprises.** Respondents are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

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

3.4.1 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.

3.4.2 Contract Goals: For purposes of this Contract, no goals are established. Nevertheless, Respondents are encouraged to make good faith efforts to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be found at <https://ny.newnycontracts.com>.

Additionally, respondents are encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3.4.3 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 Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A. The respondent is required to ensure that it and any subcontractors awarded a subcontract 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.

**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.

### **3.5 SDVOB Requirements. Contractor Requirements and Procedures for Participation of Service Disabled Veteran-Owned Business.**

3.5.1 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.

3.5.2 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.

3.5.3 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.

3.5.4 Contract Goals: For purposes of this Contract, no goals are established. Nevertheless, Respondents are encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be 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.

**3.6 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.

**3.7 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.

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

**3.9 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.

**3.10 Protest Procedures.** The procedures set forth in this section 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.

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

- 3.10.1.1 Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;
- 3.10.1.2 Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and
- 3.10.1.3 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.

3.10.2 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:

3.10.2.1 A Pre-Proposal Protest must be submitted at least two (2) business days prior to the Submission Deadline set forth in Part I, Section 2.2.6.3 of the RFP;

3.10.2.2 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

3.10.2.3 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.

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

3.10.3.1 name, address and telephone number of the protester;

3.10.3.2 appropriate identification of the procurement, including the Contract Number;

3.10.3.3 statement of the basis of the Protest;

3.10.3.4 supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and

3.10.3.5 form of relief requested.

3.10.4 Address for Submission of Protests:

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

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

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

- 3.10.7 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.
- 3.10.8 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.

#### **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, Section 2.2.9 for an explanation of the criteria upon which the Trust will base a selection.