REQUEST FOR PROPOSALS
FOR PARKWIDE
PEST INSPECTION, MONITORING &
EXTERMINATION SERVICES

- DISCRETIONARY PROCUREMENT -

CONTRACT NO. M5169

RFP Issued: January 21, 2020
Submission Deadline: February 21, 2020 at 3:00 PM
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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”). This is a Discretionary Procurement that is available only to MWBE certified firms. The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Part I, Section 2), along with such other information as the anticipated dates for the execution of a Contract with the Contractor, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the draft Contract (the “Contract Draft”) annexed to this RFP as Exhibit 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 Contractor(s) to provide the Services. The Contractor(s) shall be experienced in all aspects of the Services. The Contractor(s) will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Contract by the Contractor(s) and the Trust substantially in the form of the Contract Draft. You should review the Contract Draft and be familiar with all of the terms and conditions set forth therein prior to submitting your proposal. However, please note that the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are not negotiable.

2. RFP SUMMARY

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: Hudson River Park Trust seeks an experienced pest elimination service provider to suppress unwanted pests throughout the park.

2.2.1.2 The Project Site: In general, areas to be serviced under this contract are located west of the Route 9A bike path from Chambers St. to 59th St (see the maps for detailed plans). Note: Upland areas outside of construction areas from Gansevoort to 17th St. and small buffer from 30th to 42nd St. are included in the contract but not indicated on the map. Currently, there are no bait stations in these areas.

It should be noted that additional park areas may be added to the contract as part of a future contract amendment upon completion of construction in those
area, including Pier 26, Gansevoort Peninsula, and Pier 97. Any newly constructed areas opened during the course of the contract will be an additional cost to the Trust and would only proceed upon execution of a contract amendment.

2.2.1.3 Type of Services: Pest elimination service to suppress unwanted pests throughout the park, including: 1) Initial Comprehensive Baiting & Inspection during the first month of Contract; 2) Baiting, Inspection and Monitoring Monthly Service; 3) Interventions; and 4) Special Requests and Emergency Service (the “Services”), as more specifically described in the Scope of Services (Appendix B of the Contract Draft)

2.2.2 The Contractor:

2.2.2.1 Type: The Contractor must maintain a current Pesticide Business Registration License from the NYS Department of Environmental Conservation (NYSDEC); the Contractor and pertinent personnel are certified to perform the work specified herein in accordance with the administration by the NYSDEC of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision of Circular 865, Part 325 - Rules and Regulations Relating to the Application of Pesticides (NYSDEC), in the following categories: 7a - Structural and Rodent Control; and other categories which applied to any work in the facilities indicated herein.

2.2.2.2 Minimum Experience Required: The Contractor must meet the following requirements: has been in the professional Integrated Pest Management (“IPM”) business and handling industrial, commercial, and institutional accounts for at least three (3) years immediately prior to the submission of this bid proposal. Listed the five (5) largest clients for IPM for the last two (2) years.

2.2.3 Contract Information

2.2.3.1 Anticipated Contract Date: __March 1, 2020__

2.2.3.2 Anticipated Contract Term: __Three years__

2.2.4 Questions Regarding RFP

2.2.4.1 Question/Clarification Submission Deadline:

(i) Date: February 4, 2020

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

2.2.4.2 Permitted Method: At Pre-Proposal Meeting; otherwise 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: February 10, 2020
2.2.4.4 Answers to Questions Available at www.hudsonriverpark.org (the “Website”)

2.2.5 Optional Pre-Proposal Meeting

2.2.5.1 Date: February 3, 2020

2.2.5.2 Time: 11:00 am

2.2.5.3 Meeting Place: Main lobby at Pier 40, 353 West Street, New York, NY 10014

2.2.5.4 Confirmation Contact: Email address as listed in Section 2.2.6.7 below

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 Parkwide Pest Inspection, Monitoring, And Extermination Services, M5169”

2.2.6.1.2 One for Prices Only: “Price Proposal for Parkwide Pest Inspection, Monitoring, And Extermination Services, M5169”

2.2.6.2 Number of Sets of Proposals to be submitted: 3 hardcopies and one (1) electronic copy on USB or CD

2.2.6.3 Submission Deadline:

(i) Date: February 21, 2020

(ii) Time: 3:00 pm

2.2.6.4 Method: By Hand, Express Mail or other nationally-known overnight courier

2.2.6.5 Submit to the following Recipient:

Matt Post, Director of Horticulture

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: Matt Post, Director of Horticulture

2.2.6.7 Recipient’s E-mail address: MPost@hrpt.ny.gov
2.2.7 **M/WBE Participation Goal:** N/A

2.2.8 **SDVOB Participation Goal:** N/A

2.2.9 **Selection Criteria** This RFP is limited to MWBE-certified firms. The Trust will base its selection upon the following criteria:

50% The respondent’s experience in providing services similar to the Scope of Services described herein; the quality of the respondent’s management, reputation, and references.

50% 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 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** attached hereto as Exhibit 1 along with copy of Pesticide Business Registration License, 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 (M/WBE Policy Statement and EO No. 177 Forms).

3.1.2 A statement of your approach to the Services that clearly demonstrates your understanding of the Scope of Services and your ability to manage the work in a timely and cost-efficient manner.

3.1.3 In addition to 3 (three) hard copies, one electronic copy of the materials required above must also be provided (i.e., on a CD, flash drive, memory stick) 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 forms attached hereto as Exhibit 2 to this RFP. The Trust may not consider fee and cost schedules that do not follow the prescribed formats. The submission shall include 3 (three) hard copies and one electronic copy (i.e., on a CD, flash drive, memory stick).

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

2. COMPENSATION

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

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

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 Contractor 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.
3.2.1 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. The respondent is required to ensure that it and any subContractors awarded a subcontract for the work, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside of New York State.

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

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

3.3 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.

3.4 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.

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

3.6 **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.

3.7 **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.

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

3.7.1.1 Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;

3.7.1.2 Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and

3.7.1.3 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.

3.7.2 **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:

3.7.2.1 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;

3.7.2.2 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
3.7.2.3 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.

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

3.7.3.1 name, address and telephone number of the protester;

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

3.7.3.3 statement of the basis of the Protest;

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

3.7.3.5 form of relief requested.

3.7.4 Address for Submission of Protests:

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

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

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

3.7.7 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.

3.7.8 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. PASSPort (Formerly, VENDEX).

The Procurement and Sourcing Solutions Portal (PASSPort) is the City’s new online portal which moves VENDEX online and makes it easier to submit and keep disclosure documents up-to-date. PASSPort will become the primary platform to do business with the City of New York. Contractors must register on PASSPort with the Mayor’s Office of Contracts for itself and SubContractors for all contracts totaling $100,000 or more. All Contractors wishing to do business with the City and Hudson River Park Trust must create an account by clicking https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page.

5. INTERVIEWS

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

6. SELECTION

The Trust will review each respondent’s proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to the Trust’s goals. See Part I for an explanation of the criteria upon which the Trust will base a selection.
EXHIBIT 1
RESPONDENT’S PROPOSAL CERTIFICATION FORM

Submitted by

[Insert Name of Respondent] (The “Respondent”)

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

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

(a) That the Respondent has examined all parts of the RFP, including the Contract Draft and the Scope of Services, and all terms and conditions hereof.

(b) That the Respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation of the performance of the Services.

(c) The Respondent has received the following Addenda receipt of which is hereby acknowledged:

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
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<tbody>
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</table>

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.

WHERFORE, 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: ____________________________________________________

Attach a copy of Pesticide Business Registration License.
EXHIBIT 2
FEE AND COST SCHEDULE

1. The Respondent shall complete and submit a Fee and Cost Schedule in the form of the “Fee and Cost Schedule” on the following pages

2. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft.

3. PLEASE BE SURE THAT YOU SUBMIT YOUR FEE AND COST SCHEDULE IN A SEPARATE ENVELOPE.

(See Fee and Cost Schedule on following page)
## EXHIBIT 2
### FEE AND COST SCHEDULE

(To be fully completed by Respondent)

<table>
<thead>
<tr>
<th>Item</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initial Service Fee (1st Month)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Pier 40</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. Parkwide &amp; Facilities</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Initial Service Fee</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Monthly Service Fee</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Pier 40</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. Parkwide &amp; Facilities</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Monthly Service Fee</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Sum of Items 1 &amp; 2</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Emergency Flat Rate Fee</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Additional Bait Box Charge</td>
<td>$</td>
<td>$</td>
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EXHIBIT 3
DOING BUSINESS DATA FORM

(SEPARATE ATTACHMENT)
# Doing Business Data Form

To be completed by the City agency prior to distribution

<table>
<thead>
<tr>
<th>Check One</th>
<th>Transaction Type (check one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Proposal</td>
<td>□ Award</td>
</tr>
<tr>
<td>□ Concession</td>
<td>□ Economic Development Agreement</td>
</tr>
<tr>
<td>□ Franchise</td>
<td>□ Grant</td>
</tr>
<tr>
<td>□ Pension Investment Contract</td>
<td>□ Contract</td>
</tr>
</tbody>
</table>

Agency: ___________________ Transaction ID: ___________________

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see G&O 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@moc.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

## Entity Information

<table>
<thead>
<tr>
<th>Entity EIN/TIN</th>
<th>Entity Name</th>
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If you are completing this form by hand, please print clearly.

### Filing Status

**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, no change form will 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)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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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

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

<table>
<thead>
<tr>
<th>First Name</th>
<th>M</th>
<th>L</th>
<th>Birth Date (mm/dd/yy)</th>
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<tbody>
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<thead>
<tr>
<th>Office Title</th>
<th>Employer (if not employed by entity)</th>
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<table>
<thead>
<tr>
<th>Home Address</th>
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</table>

- [ ] This person replaced former CEO on ___________.

#### Chief Financial Officer (CFO) or equivalent officer

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

<table>
<thead>
<tr>
<th>First Name</th>
<th>M</th>
<th>L</th>
<th>Birth Date (mm/dd/yy)</th>
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<tr>
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<table>
<thead>
<tr>
<th>Home Address</th>
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</table>

- [ ] This person replaced former CFO on ___________.

#### Chief Operating Officer (COO) or equivalent officer

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

<table>
<thead>
<tr>
<th>First Name</th>
<th>M</th>
<th>L</th>
<th>Birth Date (mm/dd/yy)</th>
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</tbody>
</table>

- [ ] This person replaced former COO on ___________.

For information or assistance, please contact the Doing Business Accountability Project at DoingBusiness@moc.nyc.gov or 212-788-8104.

1/2018
**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)

<table>
<thead>
<tr>
<th>Individual Owners (who own or control 10% or more of the entity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
</tr>
<tr>
<td>Office Title</td>
</tr>
<tr>
<td>Home Address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Owners (that own or control 10% or more of the entity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name</td>
</tr>
<tr>
<td>Organization Name</td>
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</tbody>
</table>

Remove the following previously-reported Principal Owners

<table>
<thead>
<tr>
<th>Name</th>
<th>Removal Date</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Removal Date</td>
</tr>
<tr>
<td>Name</td>
<td>Removal Date</td>
</tr>
</tbody>
</table>

**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.”

<table>
<thead>
<tr>
<th>Senior Managers</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
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<tr>
<td>Office Title</td>
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<td>Home Address</td>
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</table>

Remove the following previously-reported Senior Managers

<table>
<thead>
<tr>
<th>Name</th>
<th>Removal Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Removal Date</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Work Phone #</th>
</tr>
</thead>
</table>

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

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

[Redacted] 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: ___________________________
EXHIBIT 5
NON-COLLUSION CERTIFICATION FORM
(SEPARATE ATTACHMENT)
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 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

Rev. 5/18
IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

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

BEING DULLY SWORN, DEPOSES AND SAYS THAT:

1. I am responding to a competitive procurement to provide services and/or supplies on behalf of
   to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.

2. The address of the company or individual submitting the proposal is:

3. 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 identification number is:

5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran"
   as defined by the laws of the State of New York; nor will it invest or participate in such activities
   during the terms of the contract.

DATED: __________________________

________________________________________
Signature

________________________________________
Title

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

________________________________________
Notary Public

Rev. 5/18
1. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement

2. EO 177 Form – Certification of Policies Against Harassment & Discrimination

* * *

Please note that all of these forms are available on the Website at https://hudsonriverpark.org/about-us/bids-business-opportunities.
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES &
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

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

---

**MWBE**

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

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

**EEO**

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

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

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

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subcontracts 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

(Name of Designated Liaison)

is designated as the Minority Business Enterprise Liaison
responsibility for administering the Minority and Women Owned Business Enterprises Equal Employment
Opportunity (M/WBE-EO) 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 by be signed by an individual officially authorized to sign on behalf of business

Rev. 5/18
EXHIBIT 8
CONTRACT DRAFT

(SEPARATE ATTACHMENT)