

Request for Proposal

HILLSIDE WOODS AND PARK RESTORATION PROJECT MANAGEMENT AND OTHER LANDSCAPING AND HORTICULTURAL SERVICES: VILLAGE OF HASTINGS-ON-HUDSON

SPECIFICATIONS

Proposals must be received by

August 26, 2022, at 10:00 A.M.

Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, NY 10706
Tel: (914) 478-3400
Fax: (914) 478-4624
Website: www.hastingsgov.org

The Village of Hastings on Hudson hereby invites the submission of proposals for:

**Hillside Woods and Park Restoration Project Management and
Other Landscaping and Horticultural Services:
Village of Hastings-on-Hudson**

Proposals will be received until 10:00 A.M. on:

Date

August 26, 2022

By:

Anthony Costantini

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The general scope of work includes implementation of the Hillside Woods and Park Urban Forest Management Plan. Activities include but are not limited to deer enclosure fencing in Hillside Woods (60 acres), invasive species management and removal, planting new native species and curating the park into a healthy native urban forest. Tasks may also include updating tree inventory, data collection and analysis of measures taken to restore the health of the forest.

Information will be made available beginning on Friday, July 15, 2022 online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> or by sending an email to the Village Clerk at Acostantini@hastingsgov.org.

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: www.bidnetdirect.com/new-york/hastings-on-hudson

Proposals will be opened August 26, 2022, at 10:00 A.M.

Awards will be made at a meeting to be held at a later date

Clearly label your package:

Hillside Woods and Park Restoration Project Management

The Village of Hastings-on-Hudson reserves the right to reject any or all proposals.

All questions should be directed in writing to Village Manager Mary Beth Murphy by email to Villagemanager@hastingsgov.org or by mail to 7 Maple Avenue, Hastings-on-Hudson, NY 10706 by no later than 4:00 PM on August 15, 2022.

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Project Summary

The Village of Hastings-on-Hudson, NY (the “Village”) is soliciting proposals from qualified landscaping, gardening, and arborist professionals with experience in Urban Forestry, as described herein. We seek a professional committed to sustainability who can transform the landscape of Hillside Woods and Park into a beautiful native habitat that increases biodiversity.

Background

The Village of Hastings-on-Hudson’s Hillside Woods and Park totals 100 acres of forest. Due to overgrazing, overuse, and historic lack of maintenance, Hillside Woods and Park has become severely degraded. In 2019, the Village commissioned an [Urban Forest Management Plan](#) compiled by Land Beyond the Sea. The plan to restore the woods includes selective fencing to prevent further deer activity; additional work includes the removal of invasive vines, shrubs, and non-native trees, as well as restorative plantings. The report plus subsequent surveys by volunteers, produced an extensive inventory which is in need of additional curation. To date, the Village has used grant monies from New York State to address some invasive trees and install an initial section of test fencing. Volunteer work has seen the additional removal of invasive shrubs and the planting of new native tree seedlings.

Proposed Services

The retained professional landscaping, gardening or arborist firm should provide a proposal to implement the Land Beyond the Sea Urban Forest Management Plan referenced above.

The list below is representative of services needed but is not exhaustive.

- Install deer enclosure fencing. If firm is unable able to perform installation in-house, then preparation of bid documents for and supervision of installation of deer enclosure fencing, including access gates for pedestrian and vehicular maintenance and emergency access.
- Effect deer removal from enclosure area.
- Implement invasive management plan for invasive vines, shrubs, and non-native trees, including restorative plantings. The successful proposal will reflect the ability to participate in management and provide labor, as well as work with existing volunteer groups.
- Implement trail maintenance, including narrowing, delineation, and general restoration to walking condition.
- Create and implement a planting plan, ensuring a diverse range of native plants. Implementation should include working with Village staff and volunteer groups.
- Curate existing tree inventory, as well as supplemental inventory of new plantings.
- Develop and implement project checkpoints and meaningful measurement metrics.
- Create a Hillside Woods and Park Restoration Maintenance Plan, including projected budget, to ensure continued maintenance.
- Train staff in maintenance plan and identify targeted goals and tasks that can be volunteer-led or implemented.

Minimum Qualifications

Education: A combination of education and professional certifications will be evaluated.

- **Minimum Education:**

- Int'l Society of Arboriculture (ISA) certified arborist
- ISA Tree Risk Assessment Qualified (TRAQ)

Experience: Urban forestry planning and management is preferred

References: Please provide the names and contact information for three (3) references

Site Visit

Walkthrough on August 4, 2022, at 11am.

Meeting location: Hillside Woods Demo Area, meet at Edgewood Avenue and Taft. Closest proximate address is 32 Edgewood Avenue, Hastings-on-Hudson, NY 10706.

Proposal Submission Requirements

Responses to this RFP shall consist of:

- Introduction/Summary* – A short introduction and summary of the entity submitting the proposal (i.e. how long the company has been in business, number of employees, etc.).
- Scope of Work* - Include a detailed work program that addresses:
 - Tasks to be performed
 - When each task will be completed (timeline)
 - Schedule of work products
 - Proposed budget with a cost breakdown by Scope of Work element and a lump sum fee for the services required to fulfill this RFP. Use enclosed proposal form for lump sum figure.
- Project Management and Communication* – Methods the Consultant proposes to use to manage the project and communicate with the Village of Hastings-on-Hudson and the public as to project progress, and reviews.
- Personnel Qualifications* – Resumes of individuals who will be assigned to the project.
- Comparable Projects with References* – Making use of the enclosed reference sheet, the entity submitting the proposal will identify at least 3 comparable projects in progress or completed.
- Representative Work Sample* – A representative work sample similar to the work being requested. The sample will ideally be from the above referenced projects and demonstrative of work product.
- Subcontractors* – In recognition of the wide range of services required, please provide a list of any and all subcontractors together with their qualifications and experience and a description of the portions of the scope of work their services will be used for.

Insurance

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors' employees.
 - Note:** c) The Village of Hastings-on-Hudson and their agents, officers, directors, and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to the Village of Hastings-on-Hudson and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insureds.
 - d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.
 - e) XCU may not be excluded
- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) The Village of Hastings-on-Hudson and their agents, officers, directors, and employees shall be included as additional insured on the auto policy.
 - d) Also needs to include waiver of subrogation
- 3) Workers Compensation and Employers Liability and N.Y.S Disability
 - a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - d) Workers Compensation must include a waiver of subrogation.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

- 4) The Contractor shall not sublet any part of his work without written approval of the Village of Hastings-on-Hudson, and without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Village of Hastings-on-Hudson. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Village of Hastings on Hudson and their agents, officers, directors, and employees as an additional insured.
- 5) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Village of Hastings-on-Hudson. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Village of Hastings-on-Hudson no less than 30 days prior to cancellation or renewal.
- 6) Contractor acknowledges that failure to obtain such insurance on behalf of the Village of Hastings-on-Hudson constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Hastings-on-Hudson. The contractor/permittee is to provide the Village of Hastings-on-Hudson with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village of Hastings-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Hastings-on-Hudson.

Reference Sheet

The following is a list of places where we have performed work of similar character and magnitude, together with references:

Project Name & Location	Approximate Cost	Reference (Name, relation to project, phone #)

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

(PRINT NAME)	(ADDRESS)
(PRINT NAME)	(ADDRESS)

Signature of Bidder: _____
U.S. Treasury No.: _____
Business Address: _____
Place of Residence: _____

Proposal Form

The undersigned hereby submits the following bid to the Village of Hastings-on-Hudson for Hillside Woods Restoration Project Management and other landscaping and horticultural services.

Proposers:

Implementation of entire Hillside Woods and Park Restoration Project (Stands 1, 2, 3 & 4)

\$ _____

Implementation of work in only Stand 3 as defined in the Urban Forest Management Plan in Land Beyond the Sea Report

\$ _____

Implementation of work in only Stand 4 as defined in the Urban Forest Management Plan in Land Beyond the Sea Report

\$ _____

THIS PROPOSAL SUBMITTED BY: _____
(Name, Address & Phone #)

SIGNED BY: _____

TITLE: _____

STATEMENT OF NON-COLLUSION
(To be Completed by Each Proposer)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or perjury; non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid 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 bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.

- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signed: _____

Firm: _____

Title: _____

Date: _____

Dated: _____

HOLD HARMLESS AGREEMENT

(To be Approved by Your Attorney)

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and hold harmless, the Village of Hastings-on-Hudson, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may be put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Hastings-on-Hudson or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name)

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public

CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

(Legal Name of Bidder)

Date: _____

By:

(Authorized Signature)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

(To be Completed by Each Proposer)

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Hastings-on-Hudson (the "Village") receive information that a bidder/proposer is in violation of the above referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that
he/she
(Name of Individual Signing this Certification)

Is the _____ of the _____ and that neither
(Title/Position of Signer) (Name of Bidder/Proposer)

The bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Print Company Name

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 20__

Notary Public

PROPOSAL DATE: _____

AGREEMENT FOR HILLSIDE WOODS AND PARK RESTORATION PROJECT MANAGEMENT AND OTHER LANDSCAPING AND HORTICULTURAL SERVICES IN THE VILLAGE OF HASTINGS-ON- HUDSON

THIS AGREEMENT, made this _____ day of _____, 2022 _____

by and between _____ (a corporation organized

and existing under the state of

_____) * (a partnership consisting of

_____) * (an individual trading as

_____) * (hereinafter called the "**Contractor**")

and **Village of Hastings-on-Hudson** hereinafter called the "**Owner.**"

*Strike out the two terms not applicable.

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the proposal.

Article 3. Contract Documents. The Contract Documents shall consist of the following (including their attachments and exhibits):

- | | |
|------------------------|---|
| a. This agreement | d. Instructions to Bidders |
| b. Addenda (if any) | e. Signed Copy of Bid, with all attachments required for the bidding. ("EXHIBIT A") |
| c. Invitation for Bids | f. Certificates of Insurance ("EXHIBIT B") |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

ATTEST: _____
(Contractor)

By: _____
(Name)

Title: _____

VILLAGE OF HASTINGS ON HUDSON
(Owner)

By: _____

STATE OF NEW YORK)
) SS.
COUNTY OF WESTCHESTER)

On the ___ day of _____, 2022, before me personally came _____

To me know, who, being by me duly sworn, did depose and say that he resides in _____

_____, New York; that She is the Village Manager of the Village of Hastings-On-Hudson, the municipal corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the said corporation and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) SS.
COUNTY OF WESTCHESTER)

On the _____ day of _____, 2022, before me personally came _____ to me known, who, being by me

duly sworn, did depose and say that he resides in _____

that he is the _____ of _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

Date: _____

Contractor's Signature

Printed Name and Title