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Request for Proposals

Neighborhood Tree Health Assessment

Hudson Square, Manhattan, New York

February 24, 2025

Hudson Square Business Improvement District

Jeffrey Sussman, Chair Samara Karasyk, President

Deadline for proposals: March 21, 2025

Summary

The Hudson Square Business Improvement District (HSBID) invites proposals from qualified consultants to conduct a comprehensive evaluation of the health and growth of approximately 530 trees planted or retrofitted as part of the Hudson Square Standard (HSS) tree program. Completed between 2013 and 2022, this tree planting and retrofitting initiative, with its distinctive, award-winning design, represents a critical investment in the neighborhood's urban forest, enhancing environmental resilience and community well-being. This next phase of the HSS program seeks to establish best practices in tree stewardship and evaluation, ensuring the long-term sustainability, vitality, and ecological contributions of the urban forest to the Hudson Square community.

RFP Schedule

o February 24 RFP issued

March 7 Deadline for questions

March 21 Proposals due

Week of March 31 Tentative dates for finalist interviews

Mid-April Consultant selected

The projected starting date of services is April 2025.

Submission Process

For more information on how to apply, and background on the project, see below. The deadline for application is **March 21, 2025**.

Questions regarding the RFP must be submitted in writing to RFP@HudsonSquareBID.org no later than March 7, 2025. Answers will be posted to the following webpage on or around March 12th.

https://www.hudsonsquarebid.org/neighborhood/news/tree-health-assessment-rfp/

HSBID reserves the right to reject any or all proposals submitted if deemed to be in its interest and assumes no responsibilities or liability for costs incurred by the responding firm(s) prior to the issuance of a contract.

About Hudson Square

Since 2009, the Hudson Square BID (HSBID) has overseen the transformation of Manhattan's former Printing District into a creative and forward-thinking community. HSBID's boundaries cover roughly 33 blocks bounded by Canal Street on the south, Clarkson Street on the north, 6th Avenue on the east, and West Street on the west. Once defined by its industrial past, Hudson Square is now home to a diverse mix of innovative businesses—from global giants like Google and Disney to creative companies like New York Public Radio, Wieden + Kennedy, Squarespace, Edelman, Glossier, Horizon Media. This dynamic ecosystem of talent fuels a neighborhood where creativity thrives, ideas push us forward, and the energy of the workforce spills out into the public realm. HSBID's mission is to propel, support, and celebrate the neighborhood through our programs which create and enhance the pedestrian environment, promote sustainability, mitigate traffic conditions, and improve quality of life.

Further information regarding HSBID's programs can be found on our website: www.hudsonsquarebid.org

Project Objectives

The Tree Health Assessment will help further the following goals of HSBID:

- Improve and optimize our current care and maintenance activities across the tree portfolio, such as watering, fertilization, soil management, pruning, etc.
- Establish maintenance and monitoring best practices and guidelines specific to the unique species, current health status, and the environmental context of Hudson Square.
- Monitor the growth of the HSS trees with a more informed understanding of the best metrics to be applied across species.
- Evaluate the overall environmental and health benefits of the Hudson Square Standard (e.g. heat mitigation, air quality, stormwater absorption) in comparison with the regular City-standard for tree planting.

This health assessment will build on a baseline database of the Hudson Square tree portfolio containing location, planting season and year, species, approximate soil volume and approximate tree caliper at time of installation, provided by HSBID.

Scope of Services

The selected consultant will provide the following services:

1. Project Initiation and Management

- Refine scope of work to achieve the aforementioned project objectives, aligning tasks and activities with the relevant goals of HSBID.
- o Finalize work plan, project schedule, and communications protocols.
- Identify and recommend tools and methodology for data collection, analysis, and monitoring of the health and conditions of the trees.
- Outline specific standards and protocols adopted as baseline standards for tree health assessment and recommendations (Example: ISA or ANSI standards).

2. Detailed Assessment

- Perform a detailed health and growth assessment for all trees within the HSS program, including:
 - Diameter at breast height (DBH).
 - Tree height (pending feasibility and cost).
 - Tree canopy coverage (pending feasibility and cost).
 - Soil samples including pH levels, presence of heavy metals, salinity and soil compaction (pending feasibility and cost).
 - Any relevant conditions regarding leaves, branch structure, trunk integrity, and root system.
 - Signs of environmental stressors such as scaffolding, pollution, drought, or physical damage.
 - Signs of impact from pests or diseases across the trees.
- Assign a health score or classification for each tree (e.g., good, fair, poor, or hazardous).
- Confirm or correct tree species information from HSBID's database of HSS trees.

3. Analysis

- Based on the results of the assessment:
 - Summarize all findings, including the identification of any factors that are impacting the health of the HSS tree portfolio.
 - Evaluate the effectiveness of the HSS design features, such as enlarged pits and permeable pavers, on promoting tree vitality.
 - Calculate annual growth rates per species (where possible), which may include trunk diameter, canopy expansion, branch extension, and height increments.
- Compare the growth and health metrics of trees planted under the HSS program to standard tree pits from a nearby area with similar streetscape/environmental conditions.
- Compare current canopy metrics (where available) with baseline data from program inception to evaluate growth over time.

4. Best Practices for Stewardship and Tree Care

- Develop a comprehensive set of guidelines for sustainable tree care tailored to the unique needs of the HSS portfolio. The guidelines should consider which types of tree care fall within HSBID's maintenance capabilities versus services that should be performed by the NYC Parks Department (i.e. agency with jurisdiction over the trees and responsibility for removal, replacement, and major pruning) or services that could potentially be performed by volunteers.
- Provide detailed instructions on requirements and resources required for recommended tree care practices with reference to HSBID's and NYC Parks' current protocols. Detailed recommendations may include:
 - Watering schedules and requirements based on species and age
 - Fertilization strategies to promote health and growth
 - Pruning protocols to enhance structure and remove hazards
 - Assessing canopy density, uniformity, and gaps to identify opportunities for improved care practices

- Monitoring, management, and prevention of pests and diseases specific to the species planted in the neighborhood
- Guidance on soil management
- Context-specific and species-specific recommendations for plants and shrubs that can be planted seasonally in the pits to complement and support the growth of HSS trees

Deliverables

The consultant will provide the following:

- Final work plan, project schedule, and communications protocol following kick-off meeting.
- Written summary of methodology and tools for data collection and monitoring.
- Detailed inventory and health assessment report of the HSS tree portfolio.
- Best practices manual for stewardship and tree care specific to the HSS and HSBID's tree portfolio.
- Final report summarizing findings, recommendations, and next steps for program optimization.
- Presentation to HSBID's Board of Directors and/or Streetscape Task Force.
- Handover of raw and refined data and any material generated in the process of the health assessment in a format accessible to HSBID.

Tentative Project Timeline

We anticipate the contract starting in **late April 2025** and aim to have data collected this **spring 2025** or at the most appropriate time for assessment. While we encourage proposers to suggest a detailed schedule, our goal is to complete the project with final deliverables by **late August 2025** based on feasibility. We remain flexible on timelines to ensure high-quality data collection and analysis.

Submission Requirements

- Company name, primary contact, license/certification information, and a statement of qualifications.
- References including the names and locations of three (3) recent, and to the extent possible, similar clients with their respective contact persons.
- A detailed written response including a description of services, work plan, outline of tasks and responsibilities, schedule, and explanation of the organization of workers. If you anticipate subcontracting any of the services, information about the proposed subcontractor should be included.
- In the written response, please confirm whether your firm is able to provide all tasks listed under the Scope of Services, and/or whether there are certain tasks/services that your firm does not recommend including due to cost and/or feasibility.
- Comprehensive fee proposal:
 - Total fee for each task listed under the Scope of Services. Project will be feebased for each task completion.
 - Total estimated hours for each of the tasks and deliverables.

- Hourly rate for each team member who will be assigned to this project.
- List of anticipated reimbursable expenses and the rate charged for each.
- o List of tools/software proposed to be used for data collection and management
- o Identify and list any other fee or charges not included in the above.
- Identify any tasks/services that present a major increase to the fee proposal and may be considered unnecessary for achieving the overall project objectives.
- Conflicts of interest: Please submit a statement describing any potential conflict of
 interest, relating to clients or other activities of the firm, such as board membership of
 advocacy groups or membership organizations, or relating to officers, directors, and
 employees of HSBID that could be created by providing services to HSBID.
- MBE/WBE: Please indicate if you are a Minority Business Enterprise (MBE)/Women-Owned Business Enterprise (WBE) as certified by New York City or New York State.
 Such organizations will be looked upon favorably.

Submission deadline: March 21, 2025

All submissions must be emailed to RFP@HudsonSquareBID.org with "Tree Health Assessment RFP" in the subject line.

Please send any questions you may have to <u>RFP@HudsonSquareBID.org</u> with "Tree Health Assessment RFP" in the subject line. March 7th is the deadline for questions to be submitted in order to receive a response before the application deadline. The answers to all questions received by the question deadline will be posted to the following webpage on or around March 12th:

https://www.hudsonsquarebid.org/neighborhood/news/tree-health-assessment-rfp/

Selection Criteria

In evaluating proposals submitted pursuant to this RFP, HSBID will consider the following factors, not necessarily listed in order of importance:

- Quality of the proposal and project understanding
- Consultant's expertise to accomplish the Scope of Services
- Past experience in providing similar services in similar settings
- Overall quality of the Consultant's management, professional reputation, and references
- Cost of services and schedule to accomplish the Scope of Services

Contract Terms

- Changes in Scope of Services and Personnel
 - HSBID reserves the right to make reasonable changes in the general scope of the work. Any such changes will be directed in writing.
 - If HSBID directs any changes that will materially impact the cost or time required for performance, an equitable adjustment shall be agreed to in the contract price or delivery schedule, or both.
- Firm Price and Taxes
 - The price agreed upon by the contractor and HSBID for the stated services shall be the confirmed price as set forth in the contract and will not be subject to change. HSBID reserves the right to adjust service and/or work hours as necessary to remain within the approved contract amount.

- The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the contractor. The contractor assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, health insurance, benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.
- Payment Schedule: Payments shall be made on a monthly basis, provided that detailed and complete invoices are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice and report. HSBID reserves the right to withhold payment, in part or in full, from the contractor for failure to comply with the substantive requirements of the contract.

Warranties and Covenants

- The contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice. The contractor further warrants that such services shall comply with all requirements of federal, state and local laws and regulations including, without limitation, the Occupational Safety and Health Act of 1970
- The contractor agrees to provide only workers who are legally authorized to work inside the United States.

• <u>Insurance</u>

- Throughout the term of the contract, the contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Commercial General Liability Insurance covering all premises, operations, products and completed operations of the DMA or undertaken for the DMA written on an occurrence basis. Liability limits of \$1,000,000 combined single limit for personal injury. bodily injury, and property damage with an aggregate limit of \$2,000,000. Such insurance shall be as broad as the latest edition of Insurance Services Office ("ISO") Form CG 00 01. The contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 for combined single limit for bodily injury and/or property damage. HSBID, the City of New York, NYCSBS, NYCDEP, and NYCDPR and their respective directors, officers, trustees, agents, employees and volunteers shall be named as additional insured on all such policies, and the contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.
- During the performance of the work covered by this agreement, the contractor shall maintain and shall require any subcontractors to maintain Worker's Compensation with employer's liability of no less than \$500,000 per accident, covering all aspects of its performance under the contract (or such greater amount as required by law).
- All insurance policies entered into by the contractor in relation to the contract shall provide that any change in or cancellation of any such policies shall not be valid until HSBID has had 30 days' written notice of such change or cancellation.
- The contractor shall procure and deliver to HSBID, the City of New York, and SBS certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the contract.
- If the Commissioner of SBS reasonably determines that additional insurance is properly required, the contractor shall obtain such additional insurance as requested.

- Indemnification: The contractor agrees to defend, indemnify and hold the City of New York, SBS, NYCDOT, NYCDPR, and HSBID and agents, officers, directors, employees and volunteers of these entities harmless from any and all claims, damage, loss, judgments or liabilities, including costs and expenses, legal or otherwise, to which they may be subject as a result of any act or omission of the contractor, its agents, employees, contractors, subcontractors, consultants or permittees in connection with the contract. The contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including death, that may occur to said employees due to the negligence, fault, or default of the contractor. The contractor shall also require such indemnification from its contractors, subcontractors, consultants, and permittees.
- Independent Contractor: Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants and conditions of the contract, neither the contractor nor any of its employees, agents, independent contractors, subcontractors, or permittees shall be deemed to be acting on as agents, servants or employees of HSBID, the City, or any Member or Officer of HSBID by virtue of the contract or by virtue of any approval, permit, license, grant, right, or other authorization given by HSBID, the City or any of their officers, agents, or employees pursuant to the contract, but shall be deemed to be independent contractors performing services for HSBID, the City or the contractor, as the case may be, without power or authority to bind the City or HSBID and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to the contract.
- <u>Materials</u>: The contractor acknowledges that any materials prepared under the contract
 will be a "work made for hire" and will belong entirely to HSBID, and contractor will
 assign all right, title, and interest therein to HSBID.

Termination and Cancellation

- HSBID may terminate the contract at any time during the Term or the Extension Period at its discretion, upon 10 days written notice. In addition, HSBID may terminate the contract for material breach (i.e., a failure to perform material obligations under the contract), if contractor has not cured such breach after 72hour notice.
- In the event of such cancellation, payment to the contractor shall be adjusted on a pro rata basis or refunded to HSBID on a pro rata basis, as applicable.

• Assignment

- The contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof or of its interest therein and assign, by power of attorney or otherwise, any of the monies due or to become due under the contract without the express written consent of HSBID.
- HSBID may assign its rights under the Contract to the City of New York.

Claims or Actions

- The contractor shall look solely to the funds appropriated by the HSBID for the contract for the satisfaction of any claim or cause of action the contractor may have against HSBID in connection with the contract of the failure of HSBID to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of HSBID or the contractor shall have any personal liability in connection with the contract or any failure of HSBID or the contractor to perform their obligations thereunder.
- The contractor agrees that no action against HSBID in connection with the contract shall occur or be maintained unless such action is commenced within 6

months after (i) the termination of the contract, or (ii) the cause for said action takes place, whichever occurs earlier. The parties agree that any claims by or against the City arising under the contract or related thereto shall be governed by the same venue provisions as those enumerated in Article 9 of HSBID's contract with the City.

- No Waiver: The failure of either party to insist on strict performance of any of the terms
 or conditions of the contract or of the party's rights thereunder in any one or more
 instances shall not constitute a waiver by the party of such performances, terms,
 conditions, or rights, whether then or for the future. Any waiver shall be effective only in
 writing and signed by the party's authorized representative, and only with respect to the
 particular case expressly covered therein.
- Books, Records, Audits, and Inspections
 - The contractor shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by the Comptroller of the City of New York.
 - Such books and records shall include, but are not limited, to the employees' time
 worked and payment received; accounts receivable and payable; purchase
 orders and sales receipts; and liabilities and payments rendered for the purposes
 of the contract.
 - All books and records of the contractor related to this account shall be available upon 3 business days' notice for the purposes of auditing or inspection by HSBID and SBS, NYCDOT and DPR for purposes of verifying compliance with the terms of the contract and with applicable laws.
 - HSBID reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

Disclaimers

HSBID reserves the right to amend, modify or withdraw this RFP, to revise any requirements, to require supplemental statement or information from any firm, to accept or reject any or all proposals hereto, to extend the deadline for submission for proposals thereto, to negotiate or hold discussions with any proposing firm(s) and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and to cancel this RFP in whole or in part if HSBID deems it in its best interest to do so. HSBID may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses hereto or otherwise. Reponses to this RFP will be prepared at the sole cost and expense of the proposing firm(s). HSBID assumes no responsibility and no liability for costs incurred by the proposing firm(s) prior to the issuance of a contract. No copies of material submitted in response to this RFP will be returned.

Appendix:

- Map of Hudson Square Standard (HSS) Trees
- HSS Design Diagram

Meet the HSS Trees



HSS Design Diagram

