



REQUEST FOR PROPOSALS #B1060

HUDSON RIVER PARK PIER 40 YOUTH BASEBALL FACILITY OPERATOR

SUMMARY

Premises: Approximately 11,459.65 sq. ft. of indoor space located along the south side of Pier 40 on the ground floor adjacent to exterior public ballfields, as more fully described in Exhibit 2 (the “**Premises**”). The Premises is offered in “as-is” condition.

Permitted Uses: Operating and maintaining the Premises for youth baseball/softball (“Baseball”) programming (the “Primary Use”) and ancillary administrative functions and storage to support the Primary Use. All other uses not specifically permitted in writing are prohibited.

Permit Term: Initial term of one (1) year and four (4) months with two (2) additional two (2) year renewal options in which each renewal is at the sole discretion of Hudson River Park Trust.

RFP Issued: March 21, 2025

Questions Due: April 3, 2025

Proposals Due: April 25, 2025

Important Notice: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Permit. Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contacts listed here: Robert Nguyen, Vice President, Real Estate & Planning.

All inquiries shall be made by email to 2025baseballrfp@hrpt.ny.gov or to recipient mailing address listed in Part I below. This RFP and all addenda and responses to questions will be posted on Trust website at: <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

About Hudson River Park Trust

The Hudson River Park Trust (the “Trust”) is a public benefit corporation and a 501(c)(3) charitable organization created by act of the New York State Legislature. The mission of the Trust is to design, construct, maintain and operate a heavily used four-mile-long waterfront park and estuarine sanctuary on Manhattan’s West Side. Throughout the year, Hudson River Park Trust provides free and low-cost recreational, educational, and cultural programming opportunities for the public.

About Youth Baseball at Pier 40

Hudson River Park (the “Park”) has long been home to a thriving youth sports community. For more than two decades, the Trust has prioritized the use of the Park’s outdoor ballfields for youth sports leagues, prioritizing weekend daytimes and after-school hours for leagues serving children, and charging only nominal fees per youth league, regardless of the number of players or field hours each league has. Soccer and baseball leagues are by far the most frequently played sports, with tens of thousands of children playing these sports at Pier 40 and other fields annually.

In addition to the outdoor fields, at Pier 40, the Trust has also long hosted two indoor spaces dedicated to youth sports. These include a small indoor field permitted seasonally by the Trust and used almost entirely for youth soccer, and the Premises, which has been used for youth Baseball since prior to the Trust’s creation. As with select other locations in the Park, the Trust has made the Premises available on a rent-free basis in exchange for the permitholder providing public benefit.

Unlike soccer, baseball cannot safely be played outdoors year-round in locations with cold seasonal weather such as New York City. Older children and teenagers are capable of hitting hard balls fast and at substantial distances, making baseball a sport that demands extensive space for safety. By providing indoor space for baseball training, the Trust has made it possible for safe, four-season youth baseball to occur in the Park for players at all skill levels, and at greater scale than if only exterior fields were offered for play.

Through this request for proposals (“RFP”), The Trust seeks to solicit proposals from experienced not-for-profit organizations (each a “Respondent”) to operate and maintain the Premises to conduct and promote affordable, year-round youth Baseball programming at scale for children at all skill levels. The selected Respondent (“Permittee”) will manage and assume responsibility for the operation and maintenance of the Premises. In lieu of paying rent, the Permittee must demonstrate that it would provide a substantial community benefit to the public on a continuing basis throughout the Term of the permit.

The Trust's proposed Permitted Uses at the Premises include:

- Affordable year-round youth Baseball programs accessible to the general public on both weekdays and weekends;
- Group indoor youth Baseball training activities; and
- Accessory uses, such as related storage or administrative areas

While the Trust's primary purpose for this RFP is to provide the public with affordable youth Baseball opportunities, the Trust recognizes that in order to meet the operating standards in this RFP, Respondents may propose to offer a limited number of programs or activities generating higher levels of income that can offset costs for the broader public that would be served through core programming. Respondents are reminded that the Premises offered is rent-free to help with offsetting the operating costs with the ultimate goal of providing affordable Baseball programming for youth at scale. As such, the Trust expects the amount of any higher-level income programs or activities to be minimal and secondary, and further, that they shall not conflict with the affordable public programming.

Any use not specifically permitted in writing will be prohibited.

The Permit is expected to begin on or about September 1, 2025, and continue through December 31, 2026 (the "Initial Term") with two (2) additional two (2) year renewal options (each an "Extension Period" and together with the Initial Term, the "Term"). The Trust approvals of each Extension Period will be subject to achieving certain performance criteria by the Permittee, such as compliance with the provisions of the Permit and meeting public participation and community benefit objectives.

SUBMISSION REQUIREMENTS & PROCEDURES:

RFP & Submission Timeline:

April 3, 2025	Question Deadline: Last date to submit questions regarding the RFP to 2025baseballrfp@hrpt.ny.gov
April 10, 2025	Answers Posted: Date that answers to questions will be posted on the Trust website at https://hudsonriverpark.org/about-us/bids-businessopportunities .
April 25, 2025	Submission Deadline: 5:00 PM, by email, to 2025baseballrfp@hrpt.ny.gov

Submission Format:

- Via email: 2025baseballrfp@hrpt.ny.gov

The Trust will also offer an optional walk-through of the Premises. Interested Respondents are required to RSVP no later than March 27, 2025. A representative from the Trust will schedule a date and time for the walk-through. The Trust will not accept any requests beyond the RSVP date. Interested Respondents should email 2025baseballrfp@hrpt.ny.gov.

What to Include:

1. Name, address, phone number, and email address of the primary contact for the Respondent.
2. A description of the Respondent's nonprofit structure, including a copy of Respondent's tax exemption letter, a list of board members, key management personnel, number of years in operation, type and address of other youth sports facilities and/or recreational facilities presently or formerly operated by Respondent, bylaws, current and proposed annual budget, recent financial filings, and any other information that will help the Trust understand the organization's composition and operations.
3. A detailed description of the Respondent's proposed use(s) and business, including, but not limited to, the following:
 - a. A description of the core youth Baseball program(s) provided by Respondent by season. For each type of youth Baseball activity offered each season, (for example, summer camp, after school Baseball training, specialized clinics, etc.), the Proposal should identify the total number of hours and should estimate the number of the approximate number of children served;

- b. Identification and description of any other core users that would be served by the Respondent, such as relationships with specific Baseball leagues or schools. Respondents should indicate the amount of time proposed for each such entity per season, also with identification of the approximate number of children served for each;
 - c. Statement of community and public benefit that would warrant the Trust making the Premises available rent-free;
 - d. Anticipated number of participants;
 - e. Staffing plan;
 - f. A statement indicating awareness of operating the program within a large mixed-use facility that is an important revenue-generator for the Park as well as public open space.
 - g. A rate schedule for all fees for all programs and offerings, proposed annual escalations, if any; the number or percentage of scholarships offered; if revenue generating programming is proposed, specific hour quantity and/or other limitations should be included;
 - h. Proposed daily hours of operation; and
 - i. Any proposed ancillary activities in the facility, with specificity.
4. Names and contact information, including both phone number and email address, of three references with whom Respondent has done business similar to that proposed under Respondent's proposal. References cannot include current Trust employees.
5. Any other information that respondent believes to be useful in the Trust's consideration of its proposal.

Evaluation and Selection:

RFP responses shall be evaluated in accordance with the following criteria:

- 20%** Organizational structure, experience and demonstrated capacity to successfully undertake and manage the proposed uses at the Pier 40 Youth Baseball Facility at scale.
- 30%** Breadth and quality of the Baseball programming including staffing and operating plan and number and range of children served.
- 25%** Proposals that demonstrate broad affordability across age and skill levels.
- 10%** Proposals that demonstrate compatibility of proposed uses with other sports and revenue-generating activities at Pier 40 and inland community.
- 15%** Ability to commence operations on or about September 1, 2025 and operate continuously during the Term.

1. Interviews

Interviews may be held with any or all Respondents after the receipt of proposals.

2. Selection

The Trust reserves the authority to select none, one, or multiple Respondents as a result of this Request for Proposals, depending on the qualifications, capabilities, and alignment of the submitted proposals with the Trust's requirements and objectives.

Permit:

The award of this RFP is subject to the execution of a Permit Agreement. The Permit term is an Initial term of one (1) year and four (4) months with two (2) additional two (2) year renewal options in which each renewal is at the sole discretion of the Trust. Additional Permit terms and requirements are located at Exhibit 4.

Additional Forms: Respondents should review the below forms to confirm their ability to complete them. These forms are not required for RFP submission but will be required from the selected Respondent.

[Disclosure of Prior Non-Responsibility Determination / Lobbying Form](#)

[Non-Collusion Certification Form](#)

[Iran Divestment Act Certification](#)

[Diversity Practices Questionnaire](#)

[EO177 Certification Form](#)

[MWBE-EEO Policy Statement](#)

[Vendor Responsibility](#)

[NY Executive Order 16 Certification](#)

[NYS Small Business Certification](#)

[W-9 Form](#)

[NYS Tax Contractor Certification ST-220-CA](#)

[NYS Tax Contractor Certification ST-220-TD](#)

Voided Check/Bank Letter

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 use of the Premises at no cost, all of the programming set forth in the Request for Proposals in accordance with the Permit.

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 Permit Requirements, 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 programming.
- (c) The Respondent has received the following Addenda receipt of which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____

In order to induce the Trust to accept this Proposal, Respondent hereby agrees to abide by all of the terms and conditions of the Permit including, without limitation, all representation and warranties set forth therein.

WHEREFORE, the Respondent submits this Proposal to the Trust.

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent's Address: _____

Notice Address (if different from above): _____

Respondent's Telephone Number: _____

Respondent's Fax Number: _____

Respondent's E-mail Address: _____

Respondent's Tax I.D. Number: _____

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

EXHIBIT 2

DESCRIPTION OF THE PREMISES

Exhibit 2 Site Plan

The Premises is within the red boarder. Areas outside of the red boarder are not a part of the Premises.

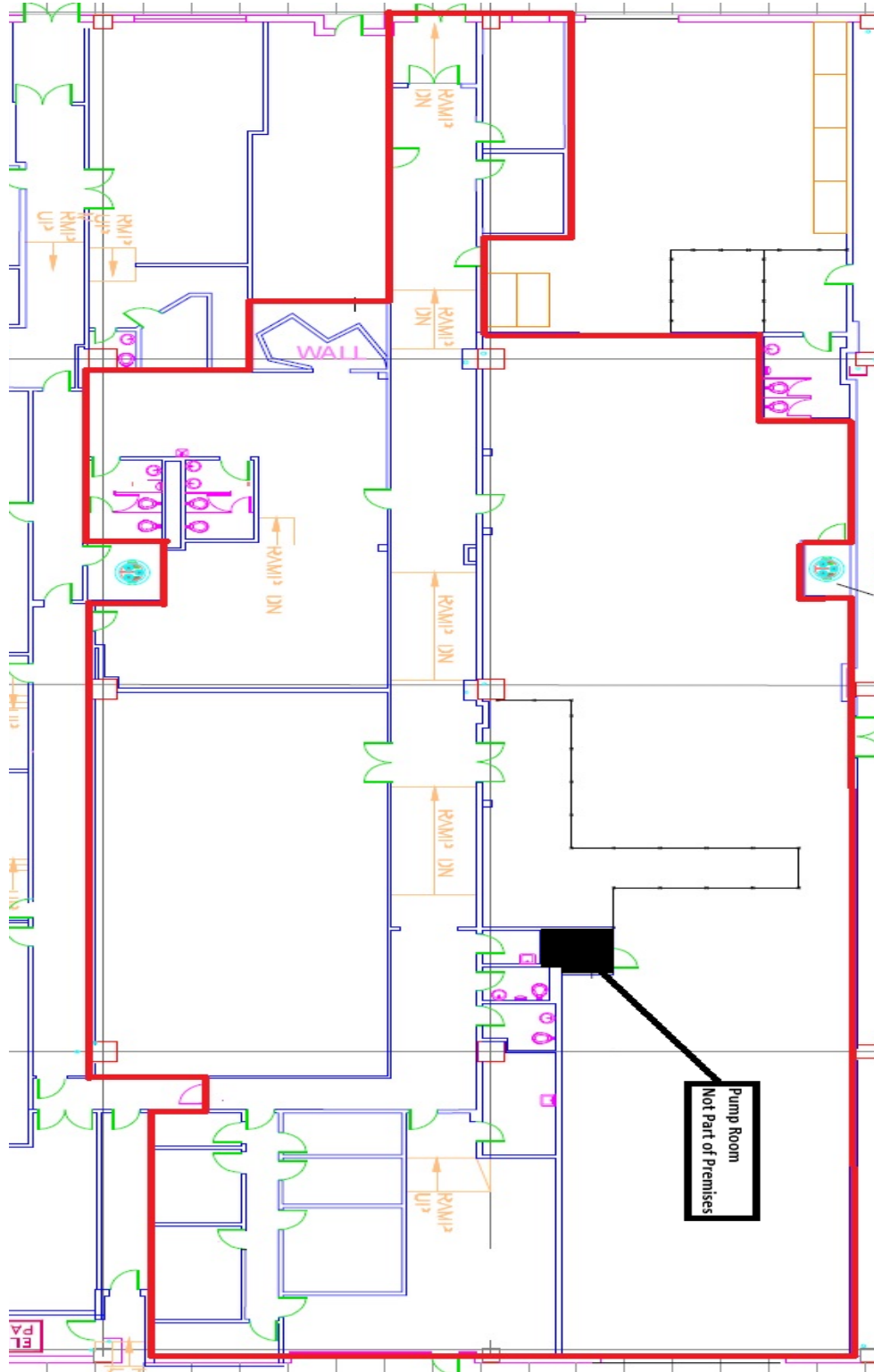


EXHIBIT 3

HRPK SIGNAGE GUIDELINES

Concessionaire Guidelines April 26, 2019

Concessionaire Signage Guidelines Overview

INTRODUCTION

The purpose of the Hudson River Park Concessionaire Signage Standards is to ensure that Concessionaires are able to showcase their brand and storefront, while maintaining the consistency and continuity of the Hudson River Park signage and wayfinding system.

SIGNAGE STANDARDS

Upon leasing a space in Hudson River Park Concessionaires are granted several different opportunities to showcase their brand and identify the space. Identity signs using the brand logo and colors are permitted at the storefront and/or entrance. Depending on the space this may include a fascia sign(s), blade sign(s), awning(s), and/or vinyl door graphic. The size and quantity of signs permitted is determined by the square footage of the Concessionaire's space.

Additionally, Concessionaires are incorporated into the Hudson River Park site-wide signage and wayfinding system. All Concessionaire listings on these signs utilize the Hudson River Park site-wide typeface and are limited to text only. Concessionaires may be included in pedestrian direction signs, trailblazers and the Hudson River Park directory map kiosk located throughout the site.

Concessionaire acknowledges that the landlord reserves the right to install Hudson River Park signs as required in accordance with the signage and wayfinding master plan. Any Hudson River Park signs shown in the Concessionaire guidelines are for reference only and subject to change.

CO-BRANDING

(a) Concessionaire agrees that additional signs or elements, such as the Hudson River Park logo, identifying the Concessionaire's public-facing property as part of Hudson River Park may be provided and installed by the Trust. The placement and size of the Hudson River Park logo shall follow the guidelines as shown in the Hudson River Park Concessionaire Signage Standards.

(b) Concessionaire agrees to append the words "Pier XX in Hudson River Park" to all promotions and advertisements across all media including, but not limited to literature, brochures, handouts, advertising, and dissemination of information of any kind respecting its operations permitted hereunder.

GENERAL REGULATIONS AND APPROVAL PROCESS

Except as specifically authorized by the Trust, Concessionaire shall not erect signage of any kind on, to or at the Premises, without the prior specific written consent and authorization of the Trust. The design of all signage and all other elements must be approved by the Trust, not to be unreasonably withheld provided same is consistent with the Concessionaire's design element standards and other signage approved by the Trust. Signage includes, but is not limited to, any public-facing sign not provided by the Trust that identifies, directs, regulates or displays information to the public. All plans/renderings of signs must be submitted and approved in advance of production including banners, wraps and posters.



1	_____	_____
2	_____	_____
3	DATE	DESCRIPTION

Fabrication Specifications

Concessionaire Signage shall be designed, fabricated and installed by the Concessionaire at their own expense. All signage shall be constructed of durable materials and maintained in like-new condition by the Concessionaire. All designs are subject to Landlord approval.

CONCESSIONAIRE SIGN CRITERIA

Specific criteria may apply based on the Concessionaire location and space. Concessionaires are encouraged to be creative with the development of signage as a part of their brand. Concessionaires may be required to supply material and paint samples, and/or a full size prototype or mock-up to Landlord for approval. The Landlord reserves the right to test the Concessionaire's mock-up sign on site prior to approval.

SIGN LIMITS

One main sign or graphic treatment is allowed at each entrance unless otherwise indicated in the following pages. Square footage requirements for signage are determined by the square footage of the Concessionaire's space. Concessionaires are encouraged to bring a sculptural & dimensional quality to their signs. Letters and graphics using depth will be looked upon more favorably than less dimensional graphics.

FABRICATION & INSTALLATION

All finished work is to be of the highest quality to pass eye-level examination and scrutiny by the Landlord. General Fabrication Specifications are as follows:

- All signs must be free of dents, burrs, sharp edges and/or corners.
- Finish welds on exposed surfaces shall be imperceptible
- Surfaces intended to be flat shall be without dents, oil canning, bulges, gaps, or any other physical deformities.
- Fasteners shall be concealed

- Access panels shall be tight-fitting, lightproof, and flush with adjacent surfaces.
- Follow manufacturer's recommended fabricating procedures regarding expansion/contraction, fastening, and restraining of acrylic.
- Painted, polished, and plated surfaces shall be unblemished in the finished work.

PROHIBITED SIGN CONSTRUCTION

The following construction methods shall be prohibited:

- Vacuum formed luminous letters
- Letters with exposed fastenings and unfinished edges
- Paper, cardboard, Styrofoam, cloth
- Exposed neon
- Signs employing flashing, flickering, rotating or moving lights
- Signs painted directly on the storefront

SIGN LIGHTING

All illuminated Concessionaire signage shall be subject to review and approval by Landlord. Light intensity must conform to city code requirements/restrictions. Hot spots and light leaks are not permitted and must be repaired by the Concessionaire. All illuminated signs shall be fabricated and installed to conform with national and local building and electrical codes and shall bear the U.L. label. All conductors, transformers, cabinets, housings, and other equipment shall be concealed and/or incorporated into storefront and/or sign components. Landlord to provide primary electrical connections for each Concessionaire sign at Concessionaire storefront entries.

Concessionaire signage shall remain illuminated after hours as designated by the Landlord. Lighting is required to be circuited and switched separately

from other store fixtures and controlled by a timeclock. Concessionaire shall provide a disconnect switch at sign transformer or near electrical junction box.

WINDOW GRAPHICS

Concessionaires may incorporate secondary signage such as "hours of operation" into their storefront glazing. The graphic elements are allotted a maximum of 10% of the glazing area. Such elements shall be reverse-cut vinyl applied to the interior surface of the glass. In conditions with tinted glass or other conditions in which glare compromises readability, vinyl may be applied to the exterior of the glass.

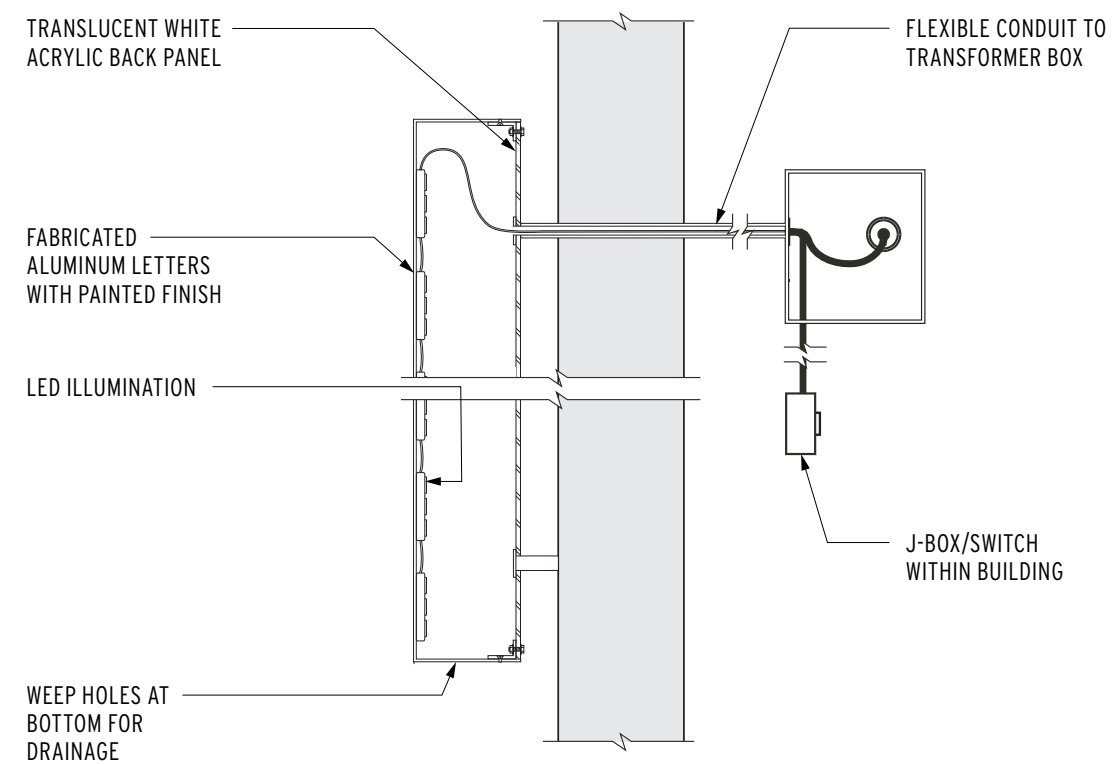
BUILDING FACADE SIGNAGE

Concessionaires locating their signs on the existing building facade must take care to limit the number of facade penetrations for mechanical fastening and electrical connection purposes. Weatherproof all penetrations. All mounting hardware or components must be painted to match facade.

Sample Detail: Halo Illuminated Letters

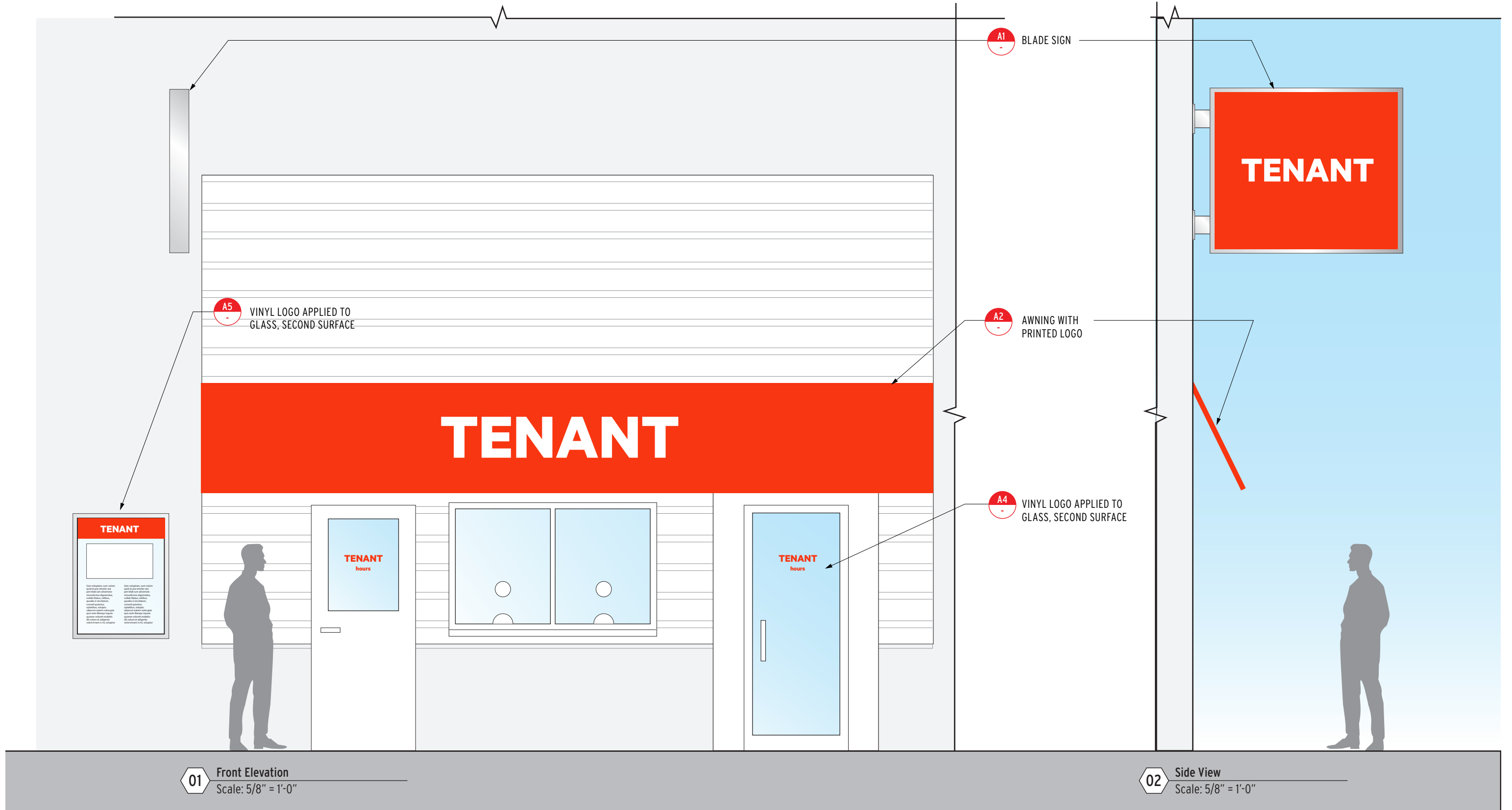


01 FRONT VIEW
Scale: NTS



02 FRONT VIEW
Scale: NTS

Typical Elevation



Signage Reference



Co-branding



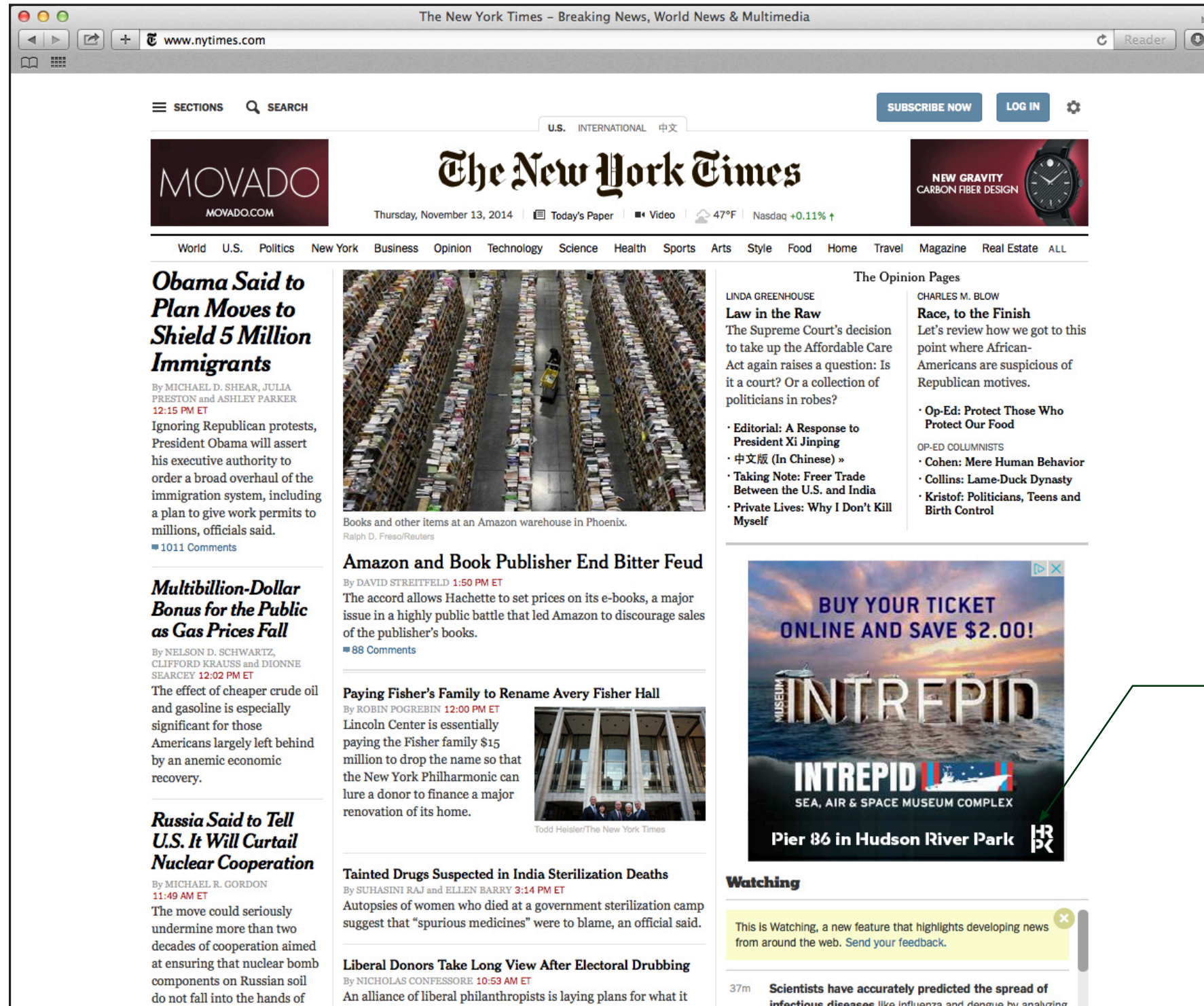
1	_____	_____
2	_____	_____
3	DATE	DESCRIPTION

Co-branding - Site Temporary Banners



Hudson River Park Logo

Co-branding - Advertising



"Pier 86 in Hudson River Park"
Hudson River Park Secondary Logo

EXHIBIT 4

ADDITIONAL REQUIREMENTS AND PERMIT DRAFT REQUIREMENTS

Below are certain terms and requirements of the Permit Agreement (“Permit”) between the Trust and the Permittee. These terms shall not constitute or be construed as a complete and final list of terms and conditions of the Permit, as a complete Permit will be presented to the Respondent for execution.

1. Permittee is authorized to use and occupy approximately 11,459.65 square feet of indoor space on the south side of Pier 40. Permittee may not extend operations beyond the confines of the Premises without express written consent from the Trust.
2. The parties acknowledge that this instrument is not a lease but is merely a terminable license to occupy and use, and therefore no landlord-tenant relationship is hereby created or implied; and further, because the parties expressly acknowledge that this Permit is not a lease, Section 5-321 of the General Obligations Law does not apply to this Permit to the extent permitted by law. No leasehold ownership or other property interest shall vest in Permittee by virtue of this Permit.
3. Permittee’s use of the Premises pursuant to this Permit is subject, upon its expiration, revocation or earlier termination in accordance with the terms of this Permit, to Section 713(7) of the New York Real Property Actions and Proceedings Laws and to all other applicable laws. Permittee confirms that it will not assert any rights based upon the rights a tenant of real property would have in any dispute relating to Permittee’s use or possession of the Premises or to this Permit. However, if any court determines that this Permit is a lease, then (a) the Trust shall have all of the rights and remedies of a “landlord” available at law or in equity, (b) Permittee waives, to the extent permitted by applicable law, any and all statutory notices which would otherwise be required for a landlord to give a tenant to terminate any such tenancy, and (c) Permittee waives any rights it might have under and by reason of any present or future law or decision, to redeem the Premises or for a continuation of this Permit or the term of this Permit after this Permit is terminated or after having been dispossessed or ejected from the Premises by process of law, or otherwise.
4. The Permit is expected to begin on or about September 1, 2025 and continue through December 31, 2026 (the “Initial Term”) with two (2) additional two (2) year renewal options (each an “Extension Period” and together with the Initial Term, the “Term”). The Trust approvals of each Extension Period will be subject to achieving certain performance criteria by the Permittee, such as compliance with the provisions of the Permit and meeting public participation and community benefit objectives.
5. Permittee recognizes that this is a short-term permit which does not establish any right to long term occupancy of the Premises and that the Trust will evaluate the Permittee’s contribution and performance on a regular basis and engage in competitive procurement as it may determine in its sole capacity. The Trust may terminate the Permit at any time, upon thirty (30) days’ written notice to the Permittee at will and without cause, and with no cost to the Trust. The Trust may terminate the Permit for cause, upon ten (10) days’ written notice to the Permittee.

6. Permittee acknowledges that the Trust has entered into a contract for necessary construction at Pier 40. The construction work will require certain parts of the Premises to be temporarily closed off for the duration of the work. Permittee further acknowledges that construction work may present noise and disturbances to Permittee during the Permit term. The Trust is under no obligation to find temporary or permanent location to relocate Permittee. The Trust will endeavor to provide advance notice and coordination of such construction as feasible.
7. Permittee further acknowledges that the Trust expects to redevelop Pier 40 in the future as part of the comprehensive development of the Park after which time the Trust may consider other uses for the Pier consistent with the Hudson River Park Act and the General Project Plan for the Park. The Trust is under no obligation to find a temporary or permanent location to relocate or to reconstruct the Premises for the Permittee for the Purpose and Use of this Permit. The Trust reserves the right to close the Premises or portions thereof for maintenance, repairs, and emergencies and/or safety purposes at any time.
8. Other than such permits as the Trust may hold or issue for construction, the Trust is not aware of any other agreements or permits that would prohibit the Trust from entering agreement with Permittee for the use and occupancy of the Premises.
9. Condition of the Premises.
 - a. Permittee has inspected the condition of the Premises and accepts the Premises “as-is” and will not at any time make any claim that the Premises or structures thereon are not in suitable repair or condition for the uses and purposes of this Permit, nor will Permittee at any time make any claim for or by way of reduction of charge, or otherwise, for damage arising from or consequent upon any repairs that the Trust or Permittee may do or cause to be done or in consequence of the occupation of the Premises by the Trust or its agents or contractors.
 - b. The Trust has not made nor does it make any representations or warranty as to the condition of the Premises or its suitability for any particular use or as to any other matter affecting this Permit.
 - c. The provision contained in this Section that Permittee accepts the Premises “as-is” relates to the condition of the Premises as they were when Permittee first entered into possession thereof, or on the Commencement Date of this Permit, whichever is earlier.
10. Permitted Uses At the Premises.
 - Affordable year-round youth Baseball programs accessible to the general public on both weekdays and weekends;
 - Group indoor youth Baseball training activities; and
 - Accessory uses, such as related storage or administrative areas

All other uses not specifically permitted in writing are prohibited.

11. Permittee shall have access to the Premises during its operational hours. Access of the Premises during anytime outside of the operational hours requires prior written consent of the Trust.
12. In consideration of the free public programming offered by Permittee as set forth herein, the Trust has determined that the Permit fee to be charged shall be **One Dollar (\$1.00)** per annum commencing on the Commencement Date (the "Permit Fee"). To maintain this Permit Fee, core programs must be free and open to the public.
13. In lieu of paying a market rent rate, Permittee agrees to operate free and low-cost youth baseball programs for the general public, including youth training programs.
14. Permittee is prohibited from increasing any fees for paid public programming by more than 3% in any single month or annual accumulative.
15. Permittee, at Permittee's sole cost and expense, is responsible for keeping and maintaining the Premises described herein in a safe and clean condition, and for the regular and prompt removal of garbage, rubbish and litter from its operations in an orderly and sanitary manner and in compliance with all laws, codes, rules and regulations. Permittee is responsible for any damages to the Premises sustained as a result of the removal of garbage, rubbish or litter.
16. While the Trust will endeavor to ensure that the structure and surrounding area remain in good condition and agrees to maintain overall control over the structure, the Trust will be performing major construction work that will impact part of or the whole Premises. It is possible that the operational hours of the Permittee could be interrupted. The Trust will provide advance written notice to the Permittee of the need of such major repair work along with a tentative repair schedule. Permittee must accommodate necessary repair work.
17. Permittee shall make a contribution towards utilities including gas, electricity and water, maintenance and other common services operational costs in an amount of **Two Hundred Seventy-Five Dollars (\$275.00)** per month (the "Usage Fee"). Following an annual review, if the annual usage or utility costs prove to be significantly more or less than anticipated, the Trust reserves the right in its sole discretion to make an adjustment. Usage Fees shall be paid to the Trust on a monthly basis by the first of each month commencing on September 1, 2025.
18. The Security Deposit in the amount of \$5,500.00 will be retained by the Trust as security to ensure Permittee's faithful performance of this Permit and compliance with all terms. Permittee's failure to comply with the Permit shall cause the Trust to retain any part of the Security Deposit to satisfy such default and any expenses arising therefrom. If Permittee complies with the terms of this Permit, the Security Deposit shall be returned to the Permittee at the expiration or termination of this Permit.

19. Permittee throughout the term of the Permit must purchase and maintain, in full force and effect, insurance coverage as described in the Exhibit attached hereto.

20. Indemnification.

- a. Permittee shall defend, indemnify and save harmless the Trust, the State of New York, the City of New York, and each of their respective offices, agencies, departments, commissioners, officers, agents, employees, successors and assigns (“Indemnitees”) from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments which:
 - i. Arise from injury to any person or persons including death, or any damage to property of any nature, occasioned wholly or in part by any act(s) or omission(s) of Permittee or of the directors, officers, employees, guests, contractors, subcontractors, representatives or agents of Permittee, that occurs on or in proximity to the Premises, including but not limited to the lands under water or dock or water areas adjacent to the Premises, or arise out of or as a result of this Permit, or
 - ii. Relate to or arise from any and all liens and encumbrances which may be filed or recorded against the Premises or any public improvement lien filed against any funds of the Trust, the State or the City of New York, as a result of actions taken by or on behalf of Permittee, its directors, officers, contractors, subcontractors, agents, representatives, employees, guests or invitees.
- b. Further Permittee agrees to defend, indemnify and hold harmless the Indemnitees from and against any and all loss, liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments of whatever kind or nature, arising out of, or in any way related to the presence, storage, transportation, disposal, release or threatened release of any Hazardous Materials¹ over, under, in,

¹ For purposes of the Permit, "Hazardous Materials" means (i) any "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or (ii) "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., or (iii) "hazardous materials" as defined under the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., or (iv) "hazardous waste" as defined under New York Environmental Conservation Law Section 27-0901 et seq., or (v) "hazardous substance" as defined under the Clean Water Act, 33 U.S.C. Section 1321 et seq., or (vi) petroleum or petroleum products, crude oil or any by-products thereof, natural gas or synthetic gas used for fuel; any asbestos, asbestos-containing material or polychlorinated biphenyl, or (vii) any additional substances or materials which from time to time are classified or considered to be hazardous or toxic or a pollutant or contaminant under the laws of the City of New York, State of New York (including, without limitation, the New York State Navigation Law), and/or the United States of America.

on or from the Premises caused wholly or in part by Permittee's acts or omissions, during its occupancy of the Premises.

- c. Permittee shall, within fifteen (15) days of receipt thereof, furnish the Trust with notice of all legal papers and correspondence that it receives regarding any lawsuits, claims or official proceedings concerning the Premises, the activities conducted pursuant to this Permit, and/or its occupants.
 - d. The provisions of this Section shall survive the termination or non-renewal of this Permit.
21. Permittee shall be responsible for maintenance and operational expenses of the Premises. In the event that extraordinary damage is caused to the Premises, which is defined as not ordinary wear and tear damage, as a result of the Permittee's actions or omissions, the Trust shall have the option to repair such damage, at the sole cost and expense of Permittee and said cost shall be billed back to the Permittee without offset or diminution. For the avoidance of doubt, the Trust shall be primarily responsible for maintaining and repair of Common Areas.
 22. The Trust will furnish certain services to portions of the Common Areas. The common area services shall include, snow removal and surface maintenance and repair, sprinkler and fire safety maintenance and repair, and any other repair and maintenance services as determined by the Trust in its sole and absolute discretion ("Common Services"), with exception to any supplemental fire protection equipment installed by Permittee, which shall remain the responsibility of Permittee.
 23. Unless specifically directed to the contrary by the Trust, Permittee will identify its location as being within "Hudson River Park" or at "Hudson River Park's Pier 40" in all literature, brochures, handouts, advertising and dissemination of information of any kind respecting the Premises and its programming permitted hereunder.
 24. Unless specifically directed to the contrary by the Trust, Permittee will identify Hudson River Park Trust as a major supporter of Permittee (i.e., "Programming made possible with the support of the Hudson River Park Trust") on its website and in all literature, brochures, handouts, advertising and dissemination of information of any kind with respect to the Permittee and its programming permitted hereunder. Such acknowledgement shall be prominently displayed and equal in stature to any major funder.
 25. Permittee shall not engage in advertising of product brands, businesses or corporations without prior specific written Trust approval.
 26. Permittee shall not make any improvements, alterations or structural changes, nor commence any construction, nor erect signage of any kind at the Premises, inside or outside, without the prior specific written consent and authorization of the Trust. The Trust has no obligation to make improvements.

27. Permittee shall not assign, grant use of, sub-permit or license the whole or any part of the Premises or this Permit, nor allow the same to be occupied by any person or entity other than Permittee, whether by merger, consolidation, purchase of assets, transfer of stock in Permittee, transfer of joint venture or partnership interests in Permittee, operation of law or otherwise without the prior written consent of the Trust which consent may be withheld, conditioned or denied in its sole and absolute discretion.

28. Records. Right of Audit and Investigation.

a) Throughout the term of this Permit, Permittee shall maintain adequate systems of internal control and shall keep complete and accurate records, books of account and date, including donations, sales and receipts records, which shall show in detail the total business transacted by Permittee. Such books and records maintained pursuant to this Permit shall be conveniently segregated from other business matters of Permittee and shall include, but not be limited to: all federal state and local tax returns and schedules of the Permittee; records of daily bank deposits of the entire receipts from transactions in, at, on or from the Premises; sales slips, daily dated cash register receipts, sales books, duplicate bank deposit slips and bank statements.

b) Reporting.

i) Within one hundred and twenty (120) days of the end of each calendar year, Permittee shall submit to the Trust a copy of the organization's IRS 990-form or equivalent tax reporting document. The Trust reserves the right to request additional backup documentation to verify organization's finances.

ii) Permittee shall submit to the Trust a summary of user information including total number of patrons served, a breakdown of where patrons are from (by borough, city, state, or international), and any other aggregate demographic information collected by the 15th of the following month during the term commencing September 1, 2025. An aggregate report for the calendar year shall be submitted to the Trust by January 15th of the next year.

c) The Trust, the Comptroller of the State of New York or the City of New York or other duly authorized representatives of the State or City of New York shall have the right to examine, audit or photocopy the records, books of account and data of the Permittee to verify Permittee's business transactions as reported by Permittee. Permittee shall also permit inspection by the Trust, the Comptroller of the State of New York or the City of New York or other duly authorized representatives of the State or City of New York of any equipment used by Permittee, including but not limited to cash registers and recoding machines and all reports or data generated from or by the equipment. Permittee shall cooperate fully and assist the Trust, the Comptroller of the State of New York or the City of New York or other duly authorized representatives of the State or City of New York in any examination or audit thereof. In the event that Permittee's books and records, including supporting documentation, are situated 50 miles or more from the City of New York, the records must be brought to the City for examination and audit or else Permittee must pay

the room, board and travel costs incidental to two auditors conducting such examination and audit at said distant location.

29. Permittee shall permit access, inspection and examination of the Premises by the Trust or the Trust's agents, employees, consultants and representatives during reasonable business hours. Such right of access, inspection or examination shall include but not be limited to determining whether the Premises are in good repair and maintenance, structurally sound, and that there are no hazardous, unsanitary, or defective conditions present; and to conduct tests, procedures, investigations and inspections in connection with developing plans for construction or improvements in, on, around or near the Premises. Such access shall be undertaken and coordinated with Permittee so as not to interfere with Permittee's operations to the extent feasible. In the event of an emergency, the Trust shall have the right to access the Premises, at any time, without notice to the Permittee and such action to enter the Premises by the Trust shall not constitute an unauthorized access, dispossession or ejection.
30. Security.
 - a. Security at the Premises and for the equipment, furniture and personal property located therein is the sole responsibility of the Permittee. Permittee acknowledges that the Trust employs New York City Park Enforcement Patrol ("PEP") officers to maintain public safety and security and to enforce regulations, rules and law at the Premises and the Park, and agrees that it shall at all times abide by the directives of PEP officers acting in their official capacity (or officers, employees or agents of such successor security entity designated by the Trust) and, to the best of its ability, cause its customers, employees, vendors, contractors and invitees to obey such directives. Permittee agrees that the Trust's employment of PEP (or successor entity) officers does not relieve, reduce or substitute for its own obligation to provide security services related to its operation at the Premises as set forth herein.
31. Permittee must require all program participants and members of the public using the Premises during Permittee's operations to execute a liability waiver releasing Permittee, the Trust, Hudson River Park Friends, the State of New York, the City of New York, and each of their respective offices, agencies, departments, commissioners, officers, agents, employees, successors and assigns from any and all liability for personal injury or death and/or property damage, loss or destruction.
32. Permittee is responsible for maintaining the Premises in compliance with any and all applicable Federal, State and local laws, ordinances, codes, rules and regulations affecting the use of the property. Permittee shall not conduct or allow any use or activity on the Premises inconsistent with law and shall not conduct or allow any use or activity on the Premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval. Permittee must obtain all such authorizations, permits or approvals at its sole cost and expense.

33. Permittee acknowledges and agrees that it shall comply with all Hudson River Park Rules and Regulations (“Park Rules”), which may be found at <https://hudsonriverpark.org/app/uploads/2021/01/2020-Hudson-River-Park-Rules-FINAL.pdf>.
34. Standard vehicle parking is available at the Pier 40 Parking Garage. Permittee will be responsible for the standard posted parking rates and shall make payment directly to the Pier 40 garage operator. Vehicle parking is prohibited at the Premises or elsewhere at Pier 40 outside of the Pier 40 garage. Deliveries and/or garbage removal schedule shall be submitted to the Trust for review and approval. The Trust will specify an approved access route for any and all delivery and garbage trucks.
35. School buses and other commercial vehicles are prohibited from entering the Park, including the Pier 40 turnaround, without the Trust’s written approval. Requests must be made at least 14 days prior in which the Trust has absolute discretion to approve or deny such request.
36. Permittee shall designate, in writing, the name of its appointed contact person and back-up contact(s) for all business matters conducted with the Trust. Such parties shall be the only persons authorized to represent the Permittee to the Trust.

INSURANCE

- a) Upon the execution date of the Permit or as of the date indicated in a “Notice to Proceed”, the Permittee shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this **Exhibit**. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Permittee of any obligations, responsibilities or liabilities under this **Exhibit**.
- b) All insurance required by this **Exhibit** shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the City of New York, and each of their agencies, offices and departments. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
- c) Permittee shall require that any subcontractors or sub-subcontractors that perform work for the Permittee under this Permit in a sub-contract amount of **Five Thousand Dollars (\$5,000)** or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.
- d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report.
- e) Permittee shall cause all insurance to be in full force and effect as of the execution date of the Permit, or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the Permit and as further required by this **Exhibit E**. Permittee shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Coverage shall:
1. Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.

2. Be obtained at the sole cost and expense of Permittee or its respective subcontractor(s), and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.
3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such insurance policies; notice shall be sent, via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014

4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.
- f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
 - g) Upon the renewal date of any insurance policies, the Permittee shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.
 - h) Permittee shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.
 - i) Permittee, throughout the Term of the Permit, or as otherwise required by this **Exhibit**, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this **Exhibit**, or as required by law, whichever is greater (limits may be provided through a combination of endorsements, primary and umbrella/excess policies):

(1) Commercial General Liability Insurance with a limit of not less than **Two Million Dollars (\$2,000,000)** per occurrence. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises. If such insurance includes an aggregate limit, it shall apply separately on a per project or per location basis. If the Permittee's work includes construction activities of any kind, then the Permittee must include a completed Acord 855 NY form when providing evidence of insurance.

(2) As applicable, **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **One Million Dollars (\$1,000,000)** Combined Single Limit. Such insurance shall cover owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage and medical payments, and include uninsured and underinsured motorists' coverage.

(3) **Workers Compensation and Employers Liability and Disability Benefits Insurance** at statutory limits as applicable to the Permittee's operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability coverage must be provided on a DB-120.1 form.

The NY State Workers Compensation Board guideline regarding these requirements is available at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

If the Permittee is not a NY State based business, then the Permittee must provide a copy of its Workers' Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.

The Trust and the Permittee shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss, and each party shall execute and deliver such proofs of loss and other instruments that may be required for the purpose of obtaining the recovery of any such insurance proceeds. Permittee's obligations as set forth in this **Exhibit** shall survive the expiration or earlier termination of the Permit.

a. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

Proposal as Offer to Contract. Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Permit substantially in the form annexed hereto as Exhibit 4. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Permit. 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.

Freedom of Information Law. All proposals submitted to the Trust in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A respondent may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative but will be considered by the Trust when evaluating the applicability of any exemptions in response to a FOIL request.

Equal Employment Opportunity Requirements. By submission of a proposal in response to this solicitation, the respondent 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 Permit; or (ii) employment outside of New York State.

Costs. The Trust shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The Trust is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Trust has expressly agreed to do so in writing.

The Trust Rights. This is a "Request for Proposals" and **not** a "Request for Bids". The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP;

waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.

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

Disclaimer. The Trust and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

Protest Procedures. Any protests related to this procurement shall follow the procedures set forth in Exhibit 5.

EXHIBIT 5

Protest Procedures

The procedures set forth in this Exhibit shall apply to all protests (collectively, “Protests” and each individually, a “Protest”) related to this procurement. The Trust will not entertain any Protest that is untimely or fails in any manner to comply fully with the procedures set forth in this section.

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

- Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;
- Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and
- Post-Award Protest: A protest submitted after the Contract has been executed, but only to the extent that the protest is based on newly discovered information that was not available prior to execution of a Contract.

Submission of Protests/Deadlines. All Protests must be in writing and must be submitted in accordance with the following timeline for the following types of Protests:

- A Pre-Proposal Protest must be submitted at least two (2) business days prior to the Submission Deadline set forth in Part I of the RFP;
- A Pre-award Protest must be submitted five (5) business days from the later of receipt of Notice of the Trust’s contingent award of the Contract and the date proposals are made publicly available; and
- A Post-award Protest must be submitted five (5) working days from the date the protesting party knew or should have known the newly discovered evidence that serves as the grounds of its Protest.

A Protest will be considered submitted when the Protest is received by the Trust.

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

- name, address and telephone number of the protester;
- appropriate identification of the procurement, including the Contract Number;
- statement of the basis of the Protest;
- supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and
- form of relief requested.

Address for Submission of Protests:

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

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

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

Additional Information: The Trust may request that the protestor submit additional information that it may need in order to consider the Protest. Any additional information requested by the Trust must be submitted within the time period established by the Trust in order to expedite consideration of the Protest. Failure of the protestor to comply with a request for information within the specified time period will result in a resolution of the Protest without consideration of any information subsequently submitted by the protestor in an untimely manner.

Determinations. The Trust’s General Counsel or his/her designee has the authority to make a final determination. The Trust will respond to each substantive issue in the Protest. The Trust may, in its sole discretion, meet with the protesting respondent and any affected party to discuss the Protest. The Trust shall have the right to take such appropriate action as may be in the best interests of the Trust and the City in light of the determination.

The Trust’s determination shall be final. The respondent shall have been deemed to have received the Trust’s determination notice no later than five (5) days from the date of mailing or upon delivery, if delivered by hand of the Trust’s determination.

EXHIBIT 6
Park Over Plastic

The Trust is a leader in environmental stewardship and through its [Park Over Plastic](#) initiative encourages occupants of the Park to join its stewardship efforts; and the Consultant agrees to advance the efforts of the Hudson River Park's Park Over Plastic initiative through the discontinuation of single-use plastics as set forth below.

Consultant shall:

A. Refrain from the distribution and selling of single use plastic bottle(s), straw(s), cup(s), tableware, bag(s), utensil(s), food container(s), and stirrer(s).

B. Use non-plastic products within Hudson River Park. A list of some current plastic alternative vendors and products are included in the [Green Resource Guide](#). Suggested green alternatives include, but are not limited to:

- Paper, plant-based or reusable bottles, straws, cups, tableware, bags, utensils, food containers and stirrers
- Waxed-lined paperboard food and beverage containers
- Biodegradable trash liners
- Reusable or paper tablecloths and decorations

C. Reduce the use of plastic packaging and opt for bulk products with minimal wrapping and low waste food service companies.

D. Use commercially reasonable efforts to use biodegradable products and compost event waste.

E. The Consultant is encouraged to partner with the Trust in advocating and educating the public on the Park Over Plastic initiative through signage, displays, and other partnering opportunities as brought forth by the Trust.

F. Basic Information:

- Hudson River Park's Green Resource Guide:
https://hudsonriverpark.org/app/uploads/2020/11/HRPK_Park_Over_Plastic_Green_Guide.pdf
- List of certified compostable companies to buy from, the Biodegradable Products Institute: <https://www.bpiworld.org/>
- NY based reusable container delivery service: <https://www.deliverzero.com/>
- NYC based compost collection and transport information:
<https://www1.nyc.gov/assets/dsny/site/services/food-scraps-and-yard-waste-page/commercial-requirements>
- Product Stewardship Institute's low food waste guide:
https://cdn.ymaws.com/www.productstewardship.us/resource/resmgr/files/psi_plastic_education_guide.pdf
- Great Forest's zero waste checklist:
<https://greatforest.com/sustainability101/zero-waste-event-guide-10-step-checklist/>