

REQUEST FOR PROPOSALS

Hudson River Park Trust



Request for Proposals For The Pier 25 Marine Facility at Hudson River Park

RFP Release Date: October 24, 2019

Submission Deadline: December 12, 2019 at 3:00 pm

RFP#: L5107

SUMMARY:

Premises:	Premises A: Interior office space with restroom, 120-foot public town dock (in two separate 60-foot sections), mooring field, on the south side of Pier 25; Premises B: one berth approximately 170 feet in length on the southwest side of Pier 25; Both Premises A and Premises B on or adjacent to Hudson River Park’s Pier 25 located in the Tribeca section of Manhattan at West Street and North Moore Street extended as depicted in <u>Appendix 5</u> and as further described in Section VII (Premises A and Premises B, either collectively or individually, the “ Premises ” or the “ Pier 25 Marine Facility ”). <u>The Premises is offered in “as-is” condition.</u>
Permitted Uses:	At Premises A: (i) up to 32 vessel moorings, (ii) temporary docking (pick-ups and drop-offs only) of third party private pleasure and permitted commercial vessels of up to 45 feet, and (iii) sailing school; at Premises B: long term historic vessel docking with (i) food and beverage concession, and (ii) publicly accessible educational and cultural programming (uses at Premises A and Premises B, either collectively or individually, the “ Concession ”).
Concession Agreement(s):	Concession(s) offered either individually or together; Trust to select based on “Best Value” with one agreement for Premises A, one agreement for Premises B, or one agreement for both Premises A and Premises B (each such agreement a “ Concession Agreement ”).
Term:	Up to five (5) years for each Concession Agreement.
Extension Period(s):	Up to two (2) consecutive two-year renewals (up to four additional years for total potential term of up to nine years) for each Concession Agreement.
Concession Fee:	For each Concession Agreement, a Base Concession Fee with annual escalations for each Concession use plus a Percentage Concession Fee based on percentage of gross receipts on first dollar or in excess of a threshold for each Concession use.
Security Deposit:	Not less than two (2) months’ Base Concession Fee depending upon the financial strength of Concessionaire
Responses Due:	December 12, 2019 at 3:00 pm

BACKGROUND:

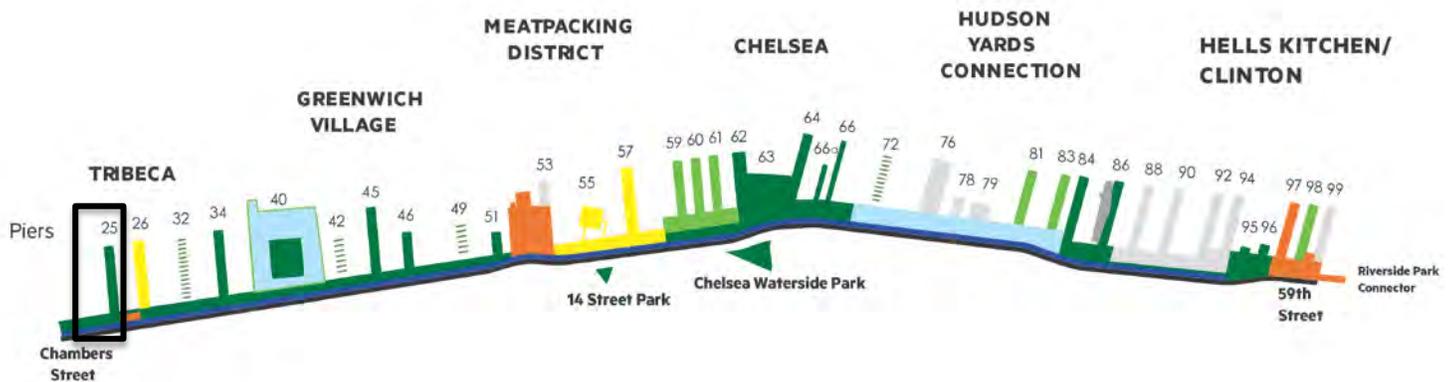
HUDSON RIVER PARK TRUST

In 1998, the New York Legislature passed the Hudson River Park Act (as amended, the “Act”), a major milestone in the more than 20-year effort to reshape the Hudson River waterfront and reconnect Manhattan neighborhoods to the river. The Act created the Hudson River Park Trust (the “Trust”), a joint City/State entity, to guide the development of four miles of parkland along the waterfront from north of Battery Park City to West 59th Street (the “Park”). The Trust is governed by a Board of Directors consisting of five members appointed by the Governor, five by the Mayor, and three by the Manhattan Borough President.

HUDSON RIVER PARK

The Park’s core elements consist of a waterside esplanade, 14 new public park piers for active and passive recreation, and compatible commercial operations at select locations along its 4-mile expanse. See below image showing the Park and its current construction status. Most of the Park is reserved for non-commercial park and recreational use. Park piers offer the public the opportunity to play field sports, volleyball, kayak, fish, sunbathe, enjoy the performing arts, and learn about the ecology of the Hudson River estuary. Waterfront festivals, performances, educational and recreational activities offered by the Trust and various park tenants create an expanding waterfront experience for a broad range of park users. Total Park patronage is estimated to exceed 17 million visits per year.

The Park is operated and maintained entirely by the Trust, which is financially supported by income collected from tenants, concessionaires, and other for-profit and not-for-profit enterprises located in the Park. Unlike most other public parks, no operating funds are provided by the City or State of New York. Fees and charges due under the Concession offered pursuant to this RFP will be used exclusively to support the operations and maintenance of the Park. Along with factors such as Park and neighborhood compatibility, the amount of the proposed Concession Fee will therefore be an important consideration to the Trust. The Trust is an equal opportunity contracting agency.



Hudson River Park Map showing location of the Pier 25 Marine Facility



I. The Opportunity

A. General

For this request for proposals (“**RFP**”), the Trust seeks proposals from experienced marine facility operators and/or historic vessel owners/operators to manage and/or operate vessel moorings, a town dock, and a sailing school (“**Concession A**”) and long term historic vessel docking with a food and beverage use and public programming (“**Concession B**”), each located at the Pier 25 Marine Facility. The selected respondent(s) (“**Concessionaire(s)**”) will manage and assume responsibility for the operation of the “Premises” detailed in Section VII herein and the Permitted Uses in accordance with the terms and conditions set forth in this RFP and the concession agreement(s) to be subsequently issued by the Trust (“**Concession Agreement(s)**”). Accordingly, the Trust may enter into one or two Concession Agreements. Concessionaires may be commercial businesses or not-for-profit entities interested in performing services at the Pier 25 Marine Facility.

The Trust seeks to make the best use of the Pier 25 Marine Facility by entering into one or two Concession Agreements with an experienced marine facility operator and/or historic vessel owner/operator to professionally coordinate and manage the Permitted Uses and to avoid conflicts among Permitted Uses and with other water borne operations and other uses on Pier 25 and its environs. The selected Concessionaire will be expected to maintain and protect Park property, and to provide the greatest public benefit.



Mini-golf and volleyball courts in the foreground looking south towards the Pier 25 Marine Facility

The Park's Pier 25 includes a miniature golf course, volleyball courts, a children's playground, a flexible turf play area and sitting areas. On the south side of the pier, in addition to the Pier 25 Marine Facility uses offered through this RFP, there is a water taxi landing operated by Citigroup, with a non-commuter water taxi service shuttling Citigroup employees between the company's Manhattan and New Jersey offices on weekdays between 9:00 am and 4:00 pm.

As the Trust foresees a variety of uses being conducted simultaneously at the Pier 25 Marine Facility and elsewhere in close proximity at Pier 25, an evaluative preference will be given to respondents that submit for both Concession A and Concession B and can demonstrate experience and capacity, including the deployment of adequate staff resources, to coordinate and manage a unitary concession in a multi-use environment.

The Trust has recently issued a separate Request for Expressions of Interest (“**RFEI**”) for long term docking of historic vessels on Pier 25, and also on Piers 26 and 97. The RFEI can be found at https://hudsonriverpark.org/assets/content/general/Historic_Vessels_RFEI.pdf. Two berths will be available under the RFEI on the north side of Pier 25 for historic vessels with educational and cultural programming, museum and excursions uses from spring 2020. There is a third berth available on the north side of Pier 25, which is reserved for visiting historic vessels with educational and cultural programming to dock for a period not to exceed six months. The dock at Pier 97 may be used by historic vessels that offer also a future food and beverage concession. Interested historic vessel respondents to this RFP are encouraged to review also the RFEI.

B. Term

The Concession Agreement(s) are expected to begin on or about February 1, 2020, and continue through January 31, 2025 (the “**Initial Term**”) with two (2) additional two-year renewal options (each, an “**Extension Period**” and together with the Initial Term, the “**Term**”) available to the Concessionaire(s), subject to the prior approval of the Trust. The Initial Term, together with the approved Extension Periods set forth above, may extend to January 31, 2029. The Trust approvals of the Extension Periods will be subject to certain performance criteria by the Concessionaire(s), such as compliance with the provisions of the Concession Agreement(s), meeting public participation objectives, and revenue goals.

II. Specific Terms, Deadlines and Requirements

1. **Submission Deadline: December 12, 2019 at 3:00 pm** by hand, express mail or other nationally-known overnight courier.
2. Proposals must be submitted to Hudson River Park Trust, Pier 40 at 353 West Street, Suite 201, New York, N.Y. 10014, Attn: Rashii Puri, Assistant Vice President of Real Estate and Planning.
3. Number of proposals to be submitted: Three (3) hard copies plus electronic copy to Pier25MarinaRFP@hrpt.ny.gov.
4. Proposals should be submitted in a sealed envelope labeled: “Proposal for Pier 25 Marine Facility, RFP# L5107”
5. Respondents must state whether they are submitting for (i) Concession A (mooring field, sailing school and town dock), or (ii) Concession B (historic vessel and food and

beverage), or (iii) both Concession A and Concession B. Respondents submitting for both Concession A and Concession B may also state that if they are not selected for both they wish to be considered for either Concession A or Concession B individually.

6. **Required:** Pre-Proposal Meeting/Site Visit: **November 13, 2019 at 11:30 am** near the Pier 25 town dock; North Moore and West Street (please email Pier25MarinaRFP@hrpt.ny.gov to RSVP).
7. Last date to submit questions regarding the RFP: **November 18, 2019** to Pier25MarinaRFP@hrpt.ny.gov.
8. Answers to questions regarding the RFP and any technical addendum issued in connection with the RFP will be made available on the Trust's website at: <http://www.hudsonriverpark.org/about-us/bids-business-opportunities> on **November 22, 2019**. Respondents are solely responsible to monitor the Trust's website for such postings.
9. The Trust shall not pay any fees associated with real estate brokers retained by any respondent.

If you have a physical disability and cannot deliver your application to the Trust, please contact Nicole Steele at (212) 627-2020 or at Pier25MarinaRFP@hrpt.ny.gov at least 48 hours prior to the submission deadline and special arrangements will be made for you.

III. Submission Requirements

Each respondent should include the following with its submitted proposal (labeled in numerical order).

1. Name, address, phone number, and email address of the primary contact for the respondent.
2. A description of the respondent's corporate structure, key management personnel, number of years in operation, type and address of other marine facilities and/or historic vessels presently or formerly operated by respondent.
3. If submitting for Concession A (mooring field, sailing school and town dock), a detailed description of the respondent's proposed use(s) and business, including, but not limited to, the following:
 - a. Details on the sailing school operator and course offerings;
 - b. Staffing plan and schedule;
 - c. Total number of moorings to be utilized and breakdown of approximate allocation for transient, seasonal, and sailing school uses;
 - d. Tender service plan for moorings;
 - e. Anticipated vessel volume at the public town dock, including approximate percentage distribution for pleasure and type of commercial vessel usage (please note that commercial vessel usage of the public town dock is not a requirement of this RFP);

- f. A rate schedule for the moorings (both seasonal and transient vessels), the town dock (both pleasure and commercial vessels), and the sailing school.
Respondents may utilize the template attached hereto as Appendix 14 or modify such template to reflect the proposed rate schedule
 - g. Proposed daily hours of operation; and
 - h. Nature of ancillary sales, if any (i.e., sundries, pump-out services, bags of ice, etc.).
4. If submitting for Concession B, a detailed description of the proposed food and beverage concession and its operations at the Historic Vessel, including, but not limited to, the following:
- a. Details on the historic vessel to berth on the south side westernmost berth of Pier 25 including information regarding owner/operator, vessel, historic registry/eligibility, vessel maintenance, operations, programming, etc. Respondents should fill out the Long Term Historic Vessel Docking Form attached in Appendix 15. To be considered under this RFP, vessels must be either on the New York State or National Register of Historic Places or, in the judgment of the Trust, eligible for such listing or, in the judgement of the Trust, otherwise substantially meet the criteria described in the Criteria for Historic Vessels attached in Appendix 11. The Trust favors vessels that can move periodically, either under their own power or with assistance.
 - b. Details on the historic vessel programming including public access;
 - c. Sample menu inclusive of alcohol (if proposed) with prices;
 - d. Number of covers, including seating plan;
 - e. Dates for operations including seasonality and days/hours of operation;
 - f. Marketing plan, including target market;
 - g. Staffing plan, including total number of employees;
 - h. Explanation of anticipated revenue percentage derived from alcohol (if proposed);
 - i. Drawings (or photographs) illustrating the proposed food and beverage operation including deck furniture, signage, and kitchen layout;
 - j. Operational plan including schedules for deliveries, rubbish removal and cleaning, customer access point(s) to the historic vessel, and other essential elements;
 - k. All governmental approvals, and design and capital work with a detailed timetable for what is required to initiate food and beverage service; and
 - l. A detailed plan of the respondent's operations, including deliveries and maintenance.
5. A completed "**Fee Schedule**" for the Premises as provided in Appendix 13 to be filled out by the respondents for all the proposed uses under this RFP. As the business economics of operating both Concession A and Concession B may differ from the operation of one or the other, respondents should prepare Fee Schedules in the alternative. If a respondent is submitting a proposal for both Concession A and Concession B and is willing to be considered for one or the other should it not be awarded both, then it should submit separate Fee Schedules for (a) each of Concession A and Concession B assuming it is awarded both, and (b) each of Concession A and

Concession B for which it wishes to be considered individually if not awarded both. If a respondent is only submitting a proposal for both Concession A and Concession B then it should, nevertheless, submit separate Fee Schedules for each of Concession A and Concession B assuming that it is awarded both. The “**Concession Fee**” is comprised of:

- a. A base concession fee (“**Base Concession Fee**”) for each month of the Term, including annual escalations of not less than three percent (3%) per year (compounded annually) of the Base Concession Fee over the Term; and
 - b. A percentage of annual gross receipts excluding sales and use taxes (the “**Percentage Concession Fee**”) that may be expressed as an excess of a stated annual threshold or from the first dollar generated by the Concessionaire at the Premises from all sources including but not limited to: (i) sales of products or services sold at or from the Premises, and (ii) all ancillary business income generated from the Premises. The Trust recognizes that the applicable annual thresholds and percentages for Concession A and Concession B may be different.
6. Respondents may submit a Base Concession Fee schedule that includes a different amount for in-season months (May through October) and off-season months (November through April). Base Concession Fee commencement for Year 1 will be May 1, 2020. If the Percentage Concession Fee is calculated as a percentage in excess of an annual threshold amount (of gross receipts), that annual threshold shall be calculated on a calendar year basis.
 7. Concessionaire shall pay all state, municipal and federal taxes in connection with the use and operation of the Premises. However, the Concessionaire will not be required to make any payment to the Trust with respect to any real estate taxes (or in lieu thereof) or escalations tied to increases in real estate tax assessments.
 8. A pro forma financial projection from April 1, 2020 to March 31, 2025 detailing expected start-up costs, fit-out costs, monthly revenue, monthly expenses, Base Concession Fee and Percentage Concession Fee payable to the Trust. This pro forma should be submitted in both a hard copy and electronic version in Excel format per Section II(3) above.
 9. Financial statements, including balance sheet and income statement for the most recently completed fiscal year, for each company, corporation, partnership, or joint venture entity which comprises the respondent, provided that any such company, corporation, partnership or joint venture must be already established and shall have completed at least one full year of operation. Individual owners and any newly or to be formed company, corporations, partnerships, or joint ventures must provide, as applicable: (1) certified financial statements of net worth for individual owners, principals, members and contributors, and/or (2) financial statements for constituent corporate and partnership owners or control entities with at least one year of operating experience. **All financial information, other than that submitted by public companies, will be treated as confidential and proprietary by the Trust subject to the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of**

New York. The Trust may conduct a credit check and/or undertake further due diligence for each respondent through Dun & Bradstreet, banking and/or trade references, and each respondent is deemed to consent upon its submission of a proposal to the Trust pursuant to this RFP to such credit/reference check. Note that a financially capable individual, corporation, partnership, or joint venture entity that has an interest in, or is affiliated with, the respondent may be asked to co-sign the Concession Agreement or to be party to an industry standard “Good Guy” guarantee with respect to Concessionaire’s obligations. Respondent’s agreement to such arrangement may be a condition to its designation as Concessionaire.

10. 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.
11. Any other information that respondent believes useful in the consideration of its proposal.
12. Submission of the New York State required forms attached at Appendix 16 (Disclosure of Prior Non-Responsibility; Non-Collusion Certification; and Iran Divestment Act Affidavit), which are also available in fillable form on Trust website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

IV. Evaluation Criteria

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

- 25%** Experience of respondent and demonstrated capacity to successfully undertake and manage the proposed uses at the Pier 25 Marine Facility, including the coordination of different boating uses and historic vessel operation (with food and beverage use) within a confined area, and to avoid conflict with other Park uses at Pier 25 and its environs.
- 5%** Proposals that include both Concession A and Concession B, and demonstrate experience and capacity, including the deployment of adequate staff resources, to coordinate and manage a unitary concession in a multi-use environment.
- 25%** Maximizing the use of the Pier 25 Marine Facility within prescribed guidelines; public access and programming, quality of proposed operation and historic vessel, compatibility of proposed uses with Park activities on Pier 25 and Pier 26 and adjacent inland community.
- 25%** Fee Schedule and financial ability to make all payments when due.
- 20%** Ability to commence operations on or about May 1, 2020 and operate continuously during the Term.

V. Selection

The Trust will review each respondent's proposal to this RFP in its totality for "Best Value" using the evaluative criteria set forth above. The Concessionaire(s) will be respondent(s) whose proposal is most advantageous to the Trust's goals to facilitate use of the Pier 25 Marine Facility in a safe manner and achieve the objectives set forth in this RFP. Interviews may be held with any or all of the respondents after the receipt of proposals. The Concessionaire(s) may be asked to attend one or more community meetings to describe the proposed use and respond to questions.

VI. Limited Permissible Contact

All questions concerning the RFP must be addressed to:

Rashi Puri
Assistant Vice President of Real Estate and Planning
Hudson River Park Trust
353 West Street, Room 201
New York, New York 10014
Email: Pier25MarinaRFP@hrpt.ny.gov

VII. Premises

The Premises, as depicted in Appendix 5, consist of the following interior and exterior spaces, as more particularly described below. The water depth for the Mooring Field, Town Dock and Historic Vessel Berth is depicted in the bathymetric survey at Appendix 8. The Trust makes no representation as to the accuracy of the soundings and the measurements therein and respondent should confirm the accuracy of the soundings and the measurements therein as part of its due diligence. If requested, the Trust can facilitate the launching of a small boat provided by the respondent in connection with respondent's bathymetric investigation.

Premises A consisting of:

- The northern interior space of the Pier 25 building measuring approximately 205 square feet ("**Office**");
- Interior bathroom space of the Pier 25 building measuring approximately 51 square feet ("**Bathroom Facility**");
- Interior mechanical space of the Pier 25 building measuring approximately 40 square feet ("**Pump Room**");
- The mooring field south of Pier 25 consisting of 32 existing moorings with a permit for a total of 40 moorings ("**Mooring Field**"); and
- The 120 linear foot floating dock with gangways on the south side of Pier 25 in two separate 60-foot sections ("**Town Dock**").



Above, Premises A: Town Dock and Mooring Field looking south from Pier 25 and below, Premises B: Historic Vessel berth

Premises B consisting of:

- The westernmost berth on the south side of Pier 25 including approximately 170 linear feet of docking space for docking an historic vessel (“**Historic Vessel**”).

Premises A Description:

A. Office

The Concessionaire will have exclusive use of the Office, which is equipped with a wall-mounted heating and air conditioning unit and is otherwise empty. The Office can be used for ancillary purposes for either or both Concession A and Concession B as long as these uses are compliant with all applicable zoning and NYC Department of Buildings regulations. The Sailing School may use the Office for administrative needs, but may not use it as a classroom.



B. Bathroom Facility

The Concessionaire's employees will have exclusive use of the Bathroom Facility; the public may use the public restrooms located on Pier 25 at the N. Moore Building.

C. Pump Room

The Concessionaire will have exclusive use of the Pump Room, which is used for operation of the sewage pump out station located on the floating dock.

D. Mooring Field

The Mooring Field is located in the embayment between the northern edge of Battery Park City and the southern edge of Pier 25 to the east of the US pier head line and includes thirty-two (32) Hazelett elastic moorings. It includes the area to be traversed by vessels which use the moorings as well as the Town Dock. Each mooring can accommodate a maximum 38 foot boat. The approximate locations of the existing moorings are shown in Appendix 5 and specifications are shown in Appendix 6. The Concessionaire is required to verify the placement of the existing moorings and inspect and accept the existing moorings prior to execution of the Concession Agreement.

The Trust will consider modifications to the mooring field layout, or use of Hazlett moorings that can accommodate larger vessels. However, all proposed changes may be subject to regulatory review by the NYS Department of Environmental Conservation and the United States Army Corps of Engineers.

The Mooring Field may be used for a combination of paid seasonal/transient moorings and, sailing school moorings. Vessels used primarily as moored or docked classrooms or as club houses or for comparable purposes are not permitted at the Premises.

E. Town Dock

The Town Dock is a 120 linear feet concrete floating dock in two 60 foot sections that is accessible from Pier 25 via two gangways (eastern and western). The eastern gangway is ADA compliant during most tide conditions and must remain open subject to all applicable regulations. The Town Dock is provided for use by the Concessionaire:

- 1) As a launching point for the seasonal/transient moorings --
Respondents should indicate their operations plan for the mooring tender service. They may provide up to two plastic dinghy docks, each of a maximum size of 10 feet x 25 feet, one per section of the Town Dock. Respondents should indicate where tenders will be stored for seasonal boats that provide their own tenders. Rates for mooring tender service are subject to Trust approval.
- 2) For access to Sailing School vessels--
Access to Sailing School vessels can be made by the tender used for seasonal/transient moorings, or by a dedicated tender operated by the sailing school.
- 3) For short-term stays (pick-up/drop-off and hourly docking)--

One of the objectives of the Hudson River Park Act is to promote water-based recreation. The Town Dock should be utilized, in part, to provide an affordable means for recreational pleasure boaters to visit the Park for short stays or to pick-up and drop-off passengers. The Town Dock may also be utilized for limited commercial docking (also pick-up and drop-off) subject to the dock's capacity limitations outlined below and the execution of a short-term license agreement or longer term Sub-concession Agreement with Concessionaire as approved by the Trust. "Dining" or "Party" boats, vessels which transport customers to venues where alcoholic beverages are featured and ferries are not permitted at the Town Dock.

Upon receipt of notice by the Trust, Concessionaire shall reserve and then make available Town Dock space at the date and time indicated in such notice to accommodate a Trust-approved not-for-profit historic and educational vessel for pick up/drop off at no charge, provided that Concessionaire has not previously reserved the same date and time for another vessel. Concessionaire shall inform the Trust of the next available date and time for space at the Town Dock if there is no availability for the date and time indicated on the Trust's notice.

The Trust reserves the right to periodically dock its agency vessels at the Floating Dock for public safety purposes. Similarly, Concessionaire may occasionally be required to accommodate NYPD, FDNY, NYCDEP, NYSDEC, ACOE, U.S. Coast Guard and Parks Enforcement Patrol vessels at the Floating Dock. Such uses by the Trust and other governmental users shall be limited in duration and only for specified needs.

4) For a sewage pump out station--

The Trust is committed to improve the Park's Estuarine Sanctuary through habitat enhancement, and pursuant to a NYC Department of Environmental Protection permit, the Trust has installed a public sewage pump out station on Pier 25 to be operated and maintained by the Concessionaire. Respondents should propose an operations plan for the pump out station to service commercial and recreational boaters. In order to encourage usage of the pump-out and promote the health of the Hudson River estuary, the pump out should be free for personal vessels and a reasonable fee for commercial vessels, which is subject to the Trust's approval.

The Concessionaire shall post its rates for moorings and Town Dock usage, as well as its hours of operation, at the Town Dock and the Office whenever Town Dock is open for business. Rates and hours of operation should also be available on the Concessionaire's website, if available.

F. Town Dock Specifications

The following specifications are provided solely for informational purposes. The Trust makes no representation or warranty and assumes no responsibility for the accuracy of the information set forth in these specifications, and hereby disclaims any liability for the accuracy or content of the same. It is the respondent's sole responsibility to conduct its own due diligence regarding the Town Dock specifications.

Pier 25 was constructed to an approximate elevation of +7.12, Manhattan Borough Datum (“**MBD**”), utilizing a reinforced concrete deck supported by pre-stressed reinforced concrete piles. The Town Dock is made of foam-filled reinforced concrete shell, consists of two separate sixty (60) foot long reinforced concrete sections. The concrete floats are topped with an Ipe timber deck. The manufacturer of the floating dock is International Marine Floatation Systems (IMFS) based in British Columbia, Canada.

The Town Dock is designed for a maximum 50 pounds per square foot live load. The maximum size vessel that can safely moor at the floating dock is as follows: LOA - 40 feet; Beam - 16 feet; Draft - 4 feet; and average profile height above water line - 6 feet. Maximum berthing velocity at the floating dock is 2 knots at 10 degrees.

Approximate water depths referenced to the Mean Lower Low Water (MLLW) Datum are as follows:

- Eastern dock – 10 feet
- Western dock – 11.5 feet

Premises B Description:

G. Historic Vessel Berth

The Historic Vessel will be docked at the westernmost berth on the south side of Pier 25 with approximately 170 linear feet of docking space as depicted in Appendix 5. The Historic Vessel will have educational or cultural programming and a food and beverage concession. Water, electric and sewage disposal connections are available at the berth as detailed in Section VIII. Concessionaire shall also have a non-exclusive right to use an area located behind the Pier 25 comfort station (the “**Trash Area**”) as depicted in the attached Appendix 5. The Trust, at its sole and absolute discretion, reserves the right to change the location of the Trash Area or remove the Trash Area altogether.

Approximate water depths referenced to the Mean Lower Low Water (MLLW) Datum are as follows:

- East end of berth – 12 feet
- West end of berth – 26 feet

H. Premises “As Is” and Existing Conditions

Concessionaire(s) accepts the Premises “as-is” at the commencement date of Concession Agreement(s) 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 the Concession, nor will Concessionaire at any time make any claim for by way of reduction of fees due under the Concession Agreement, or otherwise, for damage arising from or consequent upon any repairs that the Trust or Concessionaire(s) may do or cause to be done or in consequence of the occupation of the Premises by the Trust or its agents or contractors. Concessionaire(s), at its sole cost and expense, shall be responsible for performing any necessary improvement(s) and/or repair(s) to bring the Premises up to the required standards of the City of New York, and any other governing agencies. See Section VIII: Maintenance and Operation of specific maintenance

information. The Trust will not consider the addition of any new structures on Pier 25, aside from ramps or other infrastructure needed to facilitate access to and from the Historic Vessel.

The Trust has a concession agreement in place with Citigroup for an area south of Pier 25 shown in Appendix 5 that includes a portion of the water area, a water taxi landing consisting of a floating dock, anchor piles, gangway and ramp to Pier 25, and an access gate on Pier 25. The water taxi service operates with restricted use to non-commuter transportation vessels with a capacity of up to 49 passengers, and with regular operating hours of 9 a.m. to 4 p.m. weekdays with limited operations on weekday evenings and on weekends to minimize the potential for conflicts with existing recreational vessels at Pier 25 and Pier 26. Concessionaire must give a priority right of passage to the scheduled water taxi when navigating south of Pier 25.

VIII. Maintenance and Operations

The Concessionaire shall, at its sole cost and expense, maintain the Premises in good condition, working order and repair, including maintaining all mechanical, electrical, and plumbing systems and/or improvements at the Premises.

A. Hours of Operations

The seasonal/transient moorings, pump out station, Town Dock and Historic Vessel must be open for business, at a minimum, from May 1 through October 31 each year.

Recommended hours for the Town Dock and pump-out station:

- May 1 through the Friday before Memorial Day – 8 hours/day
- The Saturday before Memorial Day through Labor Day – 10 hours/day
- The Tuesday after Labor Day through October 31 – 8 hours/day

Respondents may propose alternate hours of operation.

The Historic Vessel is authorized to operate from May 1 through October 31 of each year (the “**Operating Period**”), seven days per week from 11:00 am to 12:00 am; and to use the Historic Vessel Berth for docking of the Historic Vessel seven days per week without any time limitation in this Operating Period.

B. Town Dock and Gangways Maintenance and Inspections

The Concessionaire shall perform a weekly inspection of the Town Dock (including gangways and gates) and complete the inspection checklist found in Appendix 9. The Concessionaire shall make all necessary repairs resulting from the inspections, or as otherwise required by the Trust, at Concessionaire’s sole cost and expense and in consultation with the Trust. Additionally, Concessionaire is responsible for promptly removing snow and ice from the gangways and dock should it be operating during the winter months. Full specifications for the Town Dock and gangways can be found in Appendix 7.

C. Ancillary Sales

The Concessionaire is permitted to sell non-consumable items ancillary to a maritime business as part of the Concession, such as the sale of ice, sundries, sunscreen, etc.

D. Security

The Trust contracts with NYC Parks Enforcement Patrol to provide park-wide security; however, the security of the Concessionaire's equipment, property and recreational elements on the Premises is the sole responsibility of the Concessionaire.

Concessionaire shall be responsible for securing the gates to the Town Dock and Historic Vessel and ensuring only authorized users access the docks.

E. Vehicular Service Access

Parking is not available at the Premises. Delivery drop off to the Premises by motor vehicle will be limited to the lay-by area to the north of West Street and N. Moore Street. Deliveries by water vessels will be permitted and are encouraged. The Concessionaire may propose a delivery schedule in consultation with, and approval by, the Trust. Delivery vehicles and trash removal vehicles are not allowed to drive through the Park. All through-the-park deliveries and removals must be performed using hand carts.

F. Signage

The Trust shall provide Concessionaire with the standard Trust signage template for the Concessionaire to produce Pier 25 Marine Facility concession related signage. Concessionaire may create and design signage without using the Trust's template; however, all signage, inclusive of its design, location and method of installation, must be approved by the Trust in writing prior to installation. Concessionaire shall maintain the existing "No Wake" sign at the western edge of Pier 25 and shall install control signage on the gangway gates.

G. Garbage and Cleaning

The Concessionaire shall keep the Office, the Town Dock, the Historic Vessel, and the adjacent pier area clean at all times. Refuse may not be left overnight anywhere in the Premises or in other Park disposal areas. Concessionaire must have and maintain an appropriate number of garbage receptacles with lids at the Premises during operating hours as approved by the Trust. Concessionaire must make arrangements with a private carting company to remove all refuse off-site on a daily basis, or, alternatively, contract to share service with a different Pier 25 concessionaire. Removal of refuse by water vessel is also permitted. All graffiti on the Premises must be removed within 24 hours of discovery.

The Concessionaire shall present a "Green Cleaning Program" to the Trust for its approval. Concessionaire may not use hazardous cleaning agents at the Premises, including for the cleaning of fixtures and equipment located in and around the Premises. Concessionaire must take all necessary steps to ensure that any equipment and/or cleaning of equipment and fixtures do not leak any type of fluid, including water, into/onto the ground or river. Concessionaire(s) must comply with all City, State and Federal regulations regarding recycling and removal and disposal

of recyclable products. Waste products that require special handling or disposals must be properly removed by the Concessionaire in compliance with all legal requirements.

H. Park Rules and Safety

The Trust's Mooring/Docking rules are attached as Appendix 10 and any modification thereof proposed by the Concessionaire must be submitted to and approved by the Trust. Concessionaire's agreement(s) with mooring customers must include a copy of the Trust's Mooring/Docking rules as an attachment.

Concessionaire is required to provide one safety ring, to be approved by the Trust, on each Town Dock and at the Historic Vessel at all times.

I. Electric

The Office is supplied with a 200-amp 208Y/120 volt 3-phase electrical panel. Concessionaire must open its own Con Edison account (the Office is separately metered). There is no electricity available at the Town Dock. There is a 200-amp 208Y/120 volt 3-phase electric pedestal at the Historic Vessel berth with two 100-amp connectors and two 50-amp connectors.

J. Water

Potable water is available in the rest room. There is no water at the Town Dock. There is a ¾ inch hose connection for water at the Historic Vessel berth. The operator will be sub-metered and billed for their water usage. The Historic Vessel operator must supply its own hoses and connection to dockside plumbing infrastructure. For winterization purposes, water connection will be disconnected seasonally from mid-November to mid-April.

K. Sanitary

The Office includes a private bathroom and there is a sewage pump-out facility on the Premises. There is a pipe connection available at the Historic Vessel berth for connection to the pier's sewage pump-out infrastructure. For winterization purposes, sewage connections will be disconnected seasonally from mid-November to mid-April.

L. Gas

Gas is not available.

M. Fendering/Cleat & Bollards

The Historic Vessel berth is equipped with multiple bollards and cleats. The berth has three foam-filled Yokohama fenders approximately five feet in diameter.

N. Green Partnership Agreement

Concessionaire shall comply with the Trust's Green Initiative, which prohibits the distribution and sale of single use plastic bottle(s), straw(s), and stirrer(s); requires the use of green products within Hudson River Park; requires participation in Trust audits and encourages Concessionaire to advocate and educate the public on Hudson River Park's Green Initiative through signage, displays, and other partnering opportunities as brought forth by the Trust.

The selected respondent shall partner and subscribe to the Hudson River Park Trust Green Partnership Agreement, as attached in Appendix 4.

IX. Taxes and Impositions

Concessionaire shall pay all taxes and impositions applicable to the operation of the Premises.

X. Security Deposit

Upon execution of the Concession Agreement, the Concessionaire shall deposit with the Trust a certified check for security deposit equal to, at a minimum, two month's Concession Fee.

XI. Commercial Vessel Agreement

All docking fee arrangements for the use of the Mooring Area and/or Floating Dock made between the Concessionaire and its commercial customers shall be in the form of a permit or other agreement. A sample "Commercial Vessel Agreement" is attached hereto as Appendix 12. The Concessionaire's Commercial Vessel Agreement shall be subject to prior approval by the Trust.

APPENDICES

Appendix 1: **Additional RFP Terms and Conditions**

1. 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.
2. Notwithstanding anything to the contrary set forth in this RFP, the Trust and its officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
3. Recipients of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without the prior written approval of the Trust in its sole discretion. Any news release pertaining to this RFP may only be made in coordination with the Trust.
4. The Trust is subject to the New York State Freedom of Information Law (“**FOIL**”), which governs the process for the public disclosure of certain records maintained by Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying upon written request, except when exempted from disclosure under the FOIL. Respondent may request that the Trust exempt all or part of its proposal, such as financial statements and tax returns, from

public disclosure in accordance with one or more of the exemptions set forth in Section 87.

5. The Concessionaire shall enter into a concession agreement with the Trust in the Trust's standard concession form upon such terms and conditions as shall be more particularly negotiated upon selection, but including the specific terms set forth in Appendix 2.

Appendix 2:
Specific Terms of the Concession Agreement

The Concession Agreement shall contain, among other terms and conditions, certain provisions required by law and by policies of the Trust, including without limitation, the following:

1. Advertising of product brands and signage indicating Concessionaire's presence at the Pier 25 is not permitted without the Trust's prior written approval. Concessionaire shall not place any vending machines in or sell any products at the Premises without the prior written permission of the Trust.
2. Concessionaire shall defend, indemnify and save harmless the Trust, the People of the State of New York, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, and each of their respective 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 (including reasonable attorneys' fees and expenses) which: (i) arise out of 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 Concessionaire, its directors, officers, employees, guests, invitees, contractors, subcontractors, representatives or agents of Concessionaire, 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 the Concession Agreement, 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 Concessionaire, its directors, officers, contractors, subcontractors, agents, representatives, employees, guests or invitees.
3. Concessionaire shall not assign, grant use of, license or transfer use of the Concession Agreement, whether by merger, consolidation, purchase of assets, transfer of stock in Concessionaire, transfer of joint venture or partnership interests in Concessionaire, operation of law or otherwise, nor allow any other person/entity to conduct business at the Premises, without the prior written consent of the Trust in each instance including approved Sub-concessionaires.
4. Concessionaire warrants and represents that no officer, agent, employee or representative of the Trust, has received any payment or other consideration for the granting of this concession agreement and that no officer, agent, employee or representative of the Trust has any interest, directly or indirectly in Concessionaire, this RFP, or the proceeds thereof. Concessionaire acknowledges that the Trust is materially relying on the warranty and representation contained in this section and that the Trust would not enter into this Concession Agreement absent the same. It is specifically agreed that, in the event the facts hereby warranted and represented

prove, in the opinion of the Trust, to be incorrect, the Trust shall have the right to terminate the Concession Agreement upon twenty-four (24) hours' notice to Concessionaire and to rescind this transaction in all respects without any liability whatsoever to Concessionaire.

5. The parties to the Concession Agreement agree to cooperate fully with any investigation, audit, or inquiry conducted by a State of New York (“**State**”) or City of New York (“**City**”) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, permit, lease or license that is the subject of the investigation, audit or inquiry.
6. In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law), Title 8 of the New York City Administrative Code (also known as the NYC Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Concessionaire will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics, military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Neither shall the Concessionaire discriminate in the use of these Premises or any access to these Premises if such Premises are used as a public accommodation or in connection with a public service.
7. Disputes involving this Concession Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must, instead, be heard in a court of competent jurisdiction of the State of New York.
8. The Concession Agreement shall be construed under, and be governed by, the laws of the State of New York. No legal proceeding shall be commenced by Concessionaire against the Trust in any court other than a court of competent jurisdiction of the State of New York in the County of New York. Each of Concessionaire and the Trust agrees to waive all rights to a trial by jury in any legal proceeding to which Concessionaire and the Trust are parties. **WAIVER OF JURY TRIAL: EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE CONCESSION AGREEMENT.**
9. The Trust may inspect the Premises and Concessionaire’s operations to determine compliance with the Concession Agreement.
10. Concessionaire must comply with the insurance requirements provided in the following Appendix 3 for the Premises.

Appendix 3:
Insurance

- a) Prior to or simultaneously with execution of the Concession Agreement, the Concessionaire shall provide the Trust with Certificates of Insurance naming the Additional Insureds set forth below and otherwise evidencing compliance with, and, if requested by the Trust, copies of the underlying insurance policies evidencing all coverage requirements contained in this Appendix 3. Such certificates and policies shall be in form and substance acceptable to the Trust. Acceptance and/or approval by the Trust do not, and shall not, be construed to relieve Concessionaire of any obligations, responsibilities or liabilities under this Appendix 3.
- b) All commercial liability insurance required by this Appendix 3 shall include the following as “**Additional Insured**”: Hudson River Park Trust, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Environmental Conservation, the City of New York, and the New York City Department of Parks and Recreation. Additionally, the Hudson River Park Trust shall be named a Certificate Holder on the Concessionaire’s insurance policies; 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) Concessionaire shall require that any subcontractors or sub-subcontractors that perform work for the Concessionaire under this Concession Agreement 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 Best’s Insurance Report.
- e) Concessionaire shall cause all insurance to be in full force and effect as of the Commencement Date of the Concession Agreement and to remain in full force and effect throughout the Term of the Concession Agreement and as further required by this Appendix 3. Concessionaire 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 Concessionaire or its respective subcontractor, and shall be maintained with insurance carriers licensed 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 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 (\$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.
- 5) Be provided by Concessionaire's subcontractors with the same limits and provisions as provided herein; with limits not less than those described, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies); and
- 6) 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.
- f) Upon the renewal date of any insurance policies, Concessionaire shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance and any amendatory endorsements.
- g) Concessionaire, throughout the Term of the Concession Agreement, or as otherwise required by this Appendix 3, 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 Appendix 3, 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 **Five Million Dollars (\$5,000,000)** per occurrence. Such liability shall be written on the CG 00 01 12 07, must include a broad form comprehensive general liability endorsement, or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), pollution liability (including broad form bodily injury and property damage, under Coverage A and B exclusions), and extended bodily injury coverage, fire legal liability (property), and explosion, collapse & underground coverage; If such insurance is on an aggregate limit, it shall apply separately on a per job, per location basis.
- (2) **Protection and Indemnity** insurance with a limit of not less than **Five Million Dollars (\$5,000,000)**. Such insurance shall provide coverage at a minimum for loss of life, personal injury and illness of crew, passengers and third-party individuals, damage to cargo on board, damage to piers, docks, buoys and other fixed or floating objects and damage to other vessels and their cargo; **Hull Liability** coverage with a limit of not less than full replacement value of the vessel; covering all loss or damage to the vessel from any cause of loss in connection with permitted activity.
- (3) **Marina Operator Legal Liability** insurance with a limit of not less than **Ten Million Dollars (\$10,000,000)** per Occurrence. Such insurance shall provide coverage at a minimum for loss or damage to third party vessel, property in the care, custody or control of Permittee, including but not limited to vessels for a rental fee at docks, mooring at slips, moorings or buoys. Such coverage shall not exclude hauling out or launching in connection with services provided and shall not exclude any fueling or additional miscellaneous servicing of a transient nature at the Pier 25 Mooring Field docks, slips or pier.
- (4) **Commercial Property Insurance** covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverage, for loss or damage to any owned, borrowed, leased or rented equipment, and property of the Trust held in their care, custody and/or control, which shall include but not be limited to Business Personal Property, Data Processing Equipment, Data Processing Media and Operating systems. Such coverage shall be in an amount not less than the Full Insurable Value of the property held in the Permittee's care, custody and/or control. The Commercial Property Insurance Policy shall name HRPT at Loss Payee;
- (5) As applicable, **Comprehensive Business Automobile Liability** insurance with a limit of not less than **One Million Dollars (\$1,000,000)** per each

accident. Such insurance shall cover liability arising out of any Automobile, Specialty Use vehicle or Mobile Equipment; including owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage, medical payments and uninsured motorists or operators.

(6) As applicable, **Liquor Legal Liability** with a limit of not less than **Three Million Dollars** (\$3,000,000.00) per occurrence is required. Such insurance shall cover liability on an all risk basis, including but not limited to any accidents or injuries, physical or personal property damage as a result of/or contributing to a person's intoxication.

(7) **Workers Compensation, Employers Liability and Disability Benefits insurance, and US Longshore & Harbor Workers and/or Jones Act coverage** as required by New York State. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form, proof of Disability Benefits coverage must be provided on a DB-120.1 form.

a. The NY State Workers Compensation Board guideline regarding these requirements is available at:

<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

b. If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issued by the NY State Workers Compensation Board:

<http://www.wcb.ny.gov/content/ebiz/wcdbexemptions/requestExemptionOverview.jsp>

c. Proof of Employer Liability insurance is required with a limit of not less than \$1,000,000.

h) **Waiver of Subrogation.** Concessionaire shall cause to be included in each of its policies insuring against loss, damage, or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Trust or any of the other additional insured identified above, or if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Concessionaire waives or has waived before the casualty, the right of recovery against the Trust or other such additional insured identified above or (ii) any other form of permissions for the release of the Trust or other such additional insured identified above.

The Trust and Concessionaire 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 which may be required for the purpose of obtaining the recovery of any such insurance proceeds.

Concessionaire's obligations as set forth in this Appendix 3 shall survive the expiration or earlier termination of the Concession Agreement.

Appendix 4:
Hudson River Park Trust Green Partnership Agreement

This Green Partnership Agreement (“**Agreement**”) is made by and between The Hudson River Park Trust (the “**Trust**”) having an office a Pier 40, 353 West Street, 2nd Floor, New York, NY 10014 and XX having an address of XX (“**Concessionaire**” and together with the Trust, the “**Parties**”) and is dated as of XX.

WHEREAS, State Legislation designated the 400 acres of in-water area within the Hudson River Park an Estuarine Sanctuary. These protected waters are a vital ecological resource for the millions of visitors and patrons of the Park each year; and

WHEREAS, the Trust is a leader in environmental stewardship and through its Green Initiative, encourages occupants of the Park to join its stewardship efforts; and

WHEREAS, Concessionaire desires to partner with Trust and become an environmental steward promoting green practices in its daily operations within the Park and to patrons served;

NOW, THEREFORE, the Parties agree to advance the efforts of the Hudson River Park’s Green Initiative by not using single use plastics, use of green products and advancing public education as set forth below.

1. Concessionaire shall:

- A. Not distribute and sell single use plastic bottle(s), straw(s), and stirrer(s).
- B. Use green products within Hudson River Park. Suggested products include, but are not limited to:
 - Paper Straws
 - Paper cups
 - Paper Plates
 - Paper Bags
 - Paperboard Food Containers
 - Boxed water
 - Glassware
 - Recyclable Glass
 - Metal Straws
 - Biodegradable Trash Liners
 - Biodegradable Cutlery
- C. Reduce the use of plastic packaging.
- D. Use commercially reasonable efforts to use biodegradable products.

2. Concessionaire will partner with the Trust in advocating and educating the public on Hudson River Park’s Green Initiative though signage, displays, and other partnering opportunities as brought forth by the Trust.

3. Concessionaire will in good faith participate in a plastic audit as conducted by the Trust or its consultant in calendar year 2020. By January 30th of every succeeding calendar year Concessionaire will report to the Trust for the preceding calendar year its reduction in the use of single use plastic in a format as provided by the Trust.
4. Concessionaire agrees that the Trust will update this agreement from time to time as plastic reduction initiatives become more defined in practice.

**GRANTOR:
HUDSON RIVER PARK TRUST**

By: _____
Name: _____
Title: _____

**CONCESSIONAIRE:
XX**

By: _____
Name: _____
Title: _____

Appendix 5:
Premises

Detail of Pier 25

East Section

West Section

Pier 25

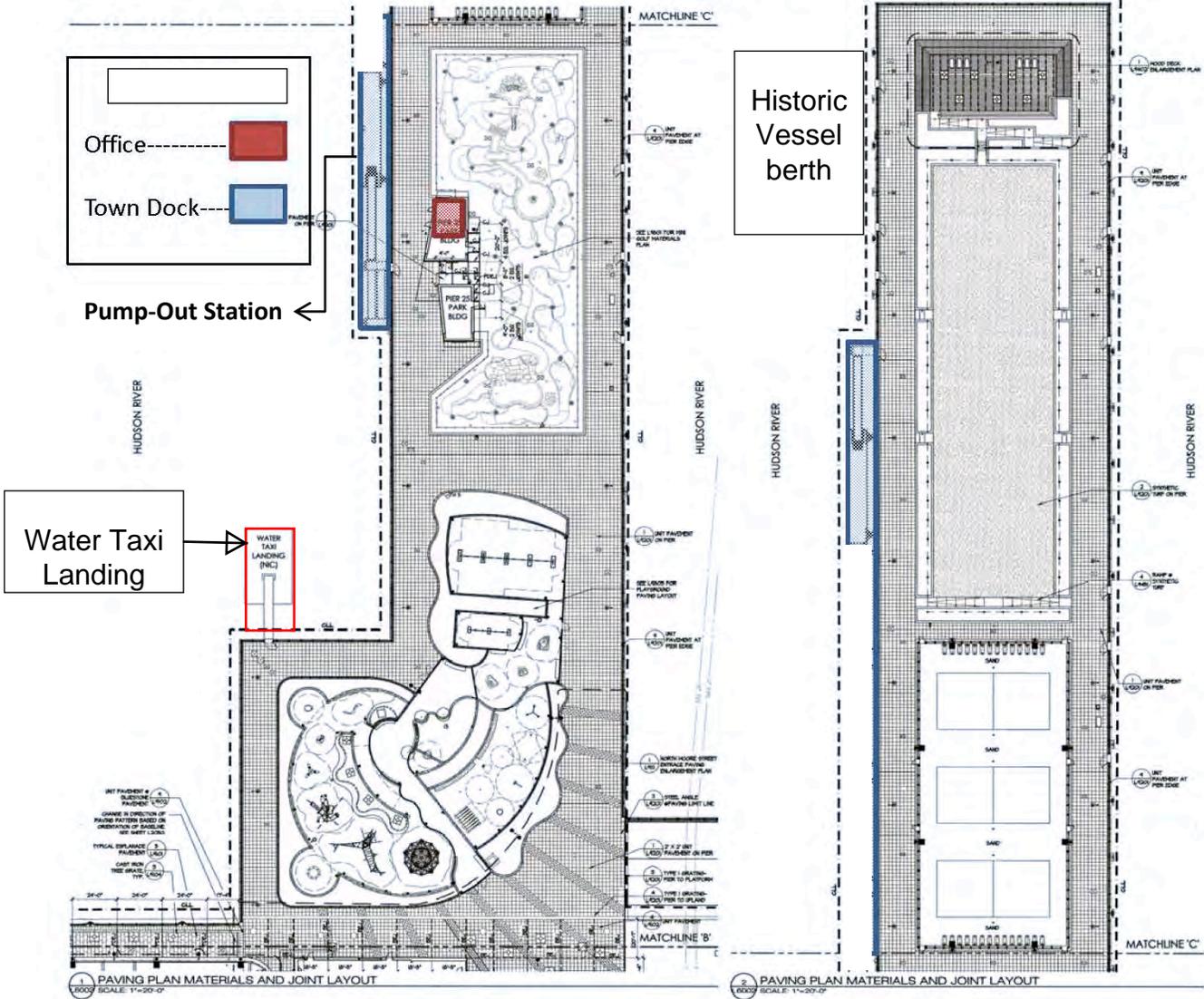


Exhibit A- Premises: Site Plan of Pier 25 Marine Facilities

Office, Bathroom Facility and Pump Room

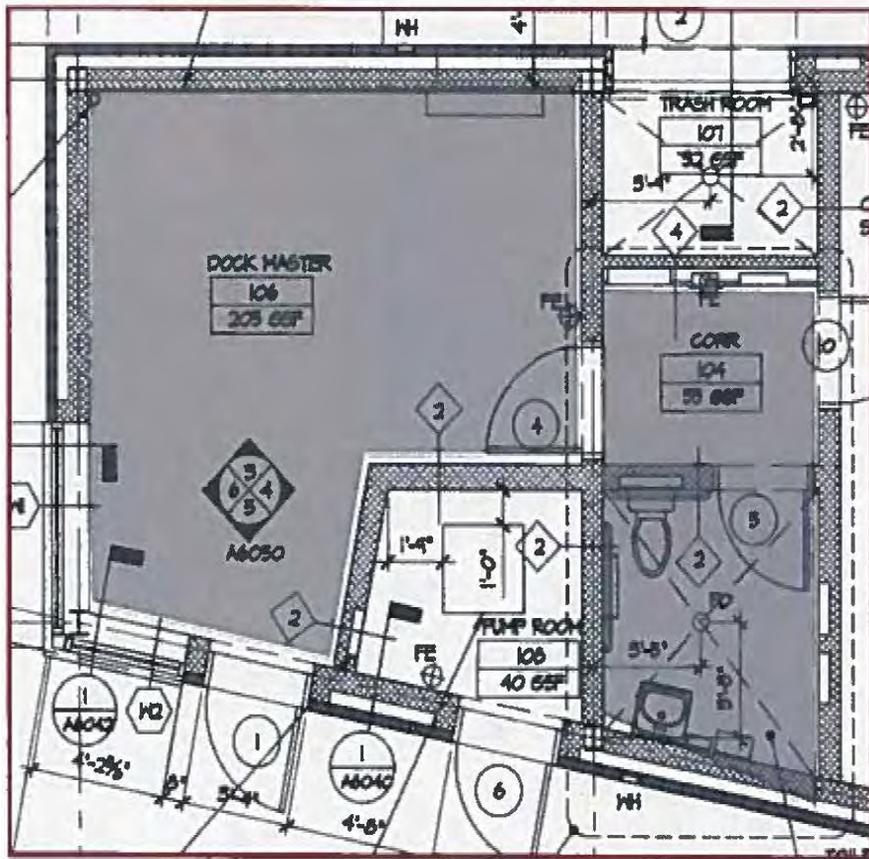
Historic
Vessel
Berth

Town
Dock

Mooring
Field



Exhibit B- Premises Plans and Photos



Plan of Office, Bathroom Facility and Pump Room



Office and Pump Room entrances



Above- Town Dock, top right- Historic Vessel berth on the south west corner of Pier 25 looking west, bottom right- the Mooring Field looking south

Exhibit C- Site Plan of surrounding Pier 25 uses

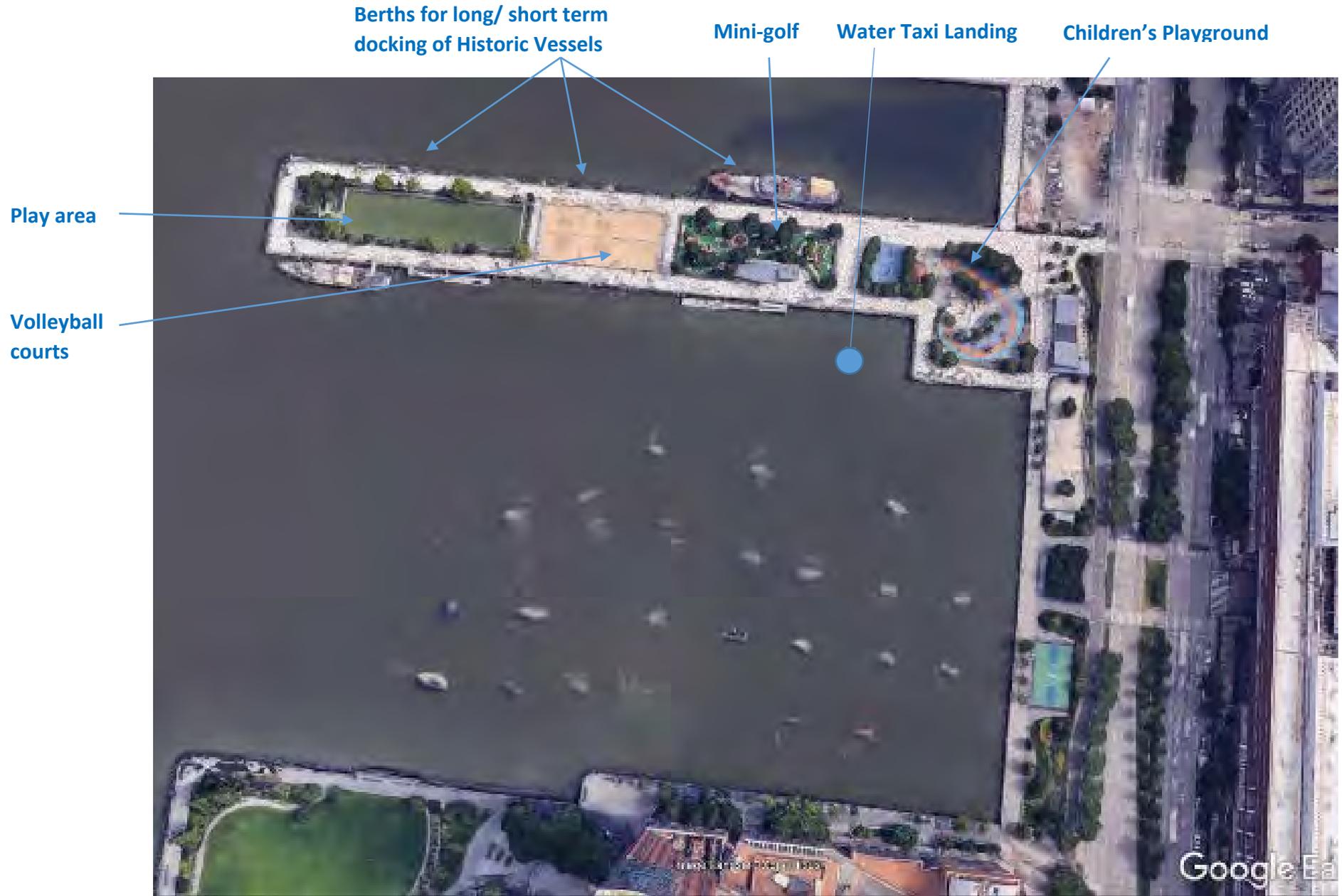
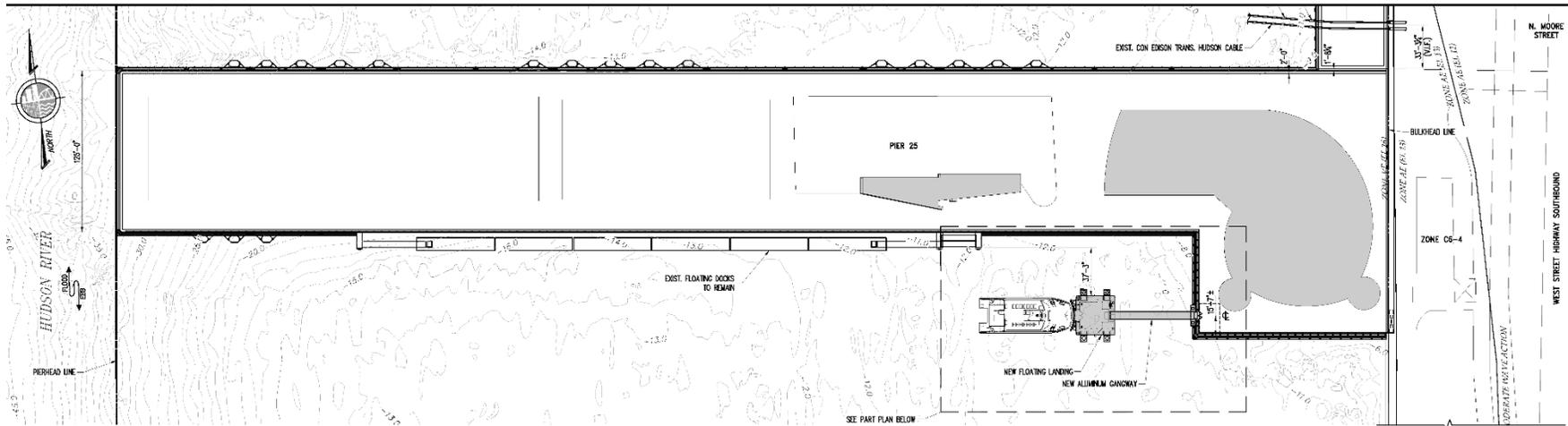
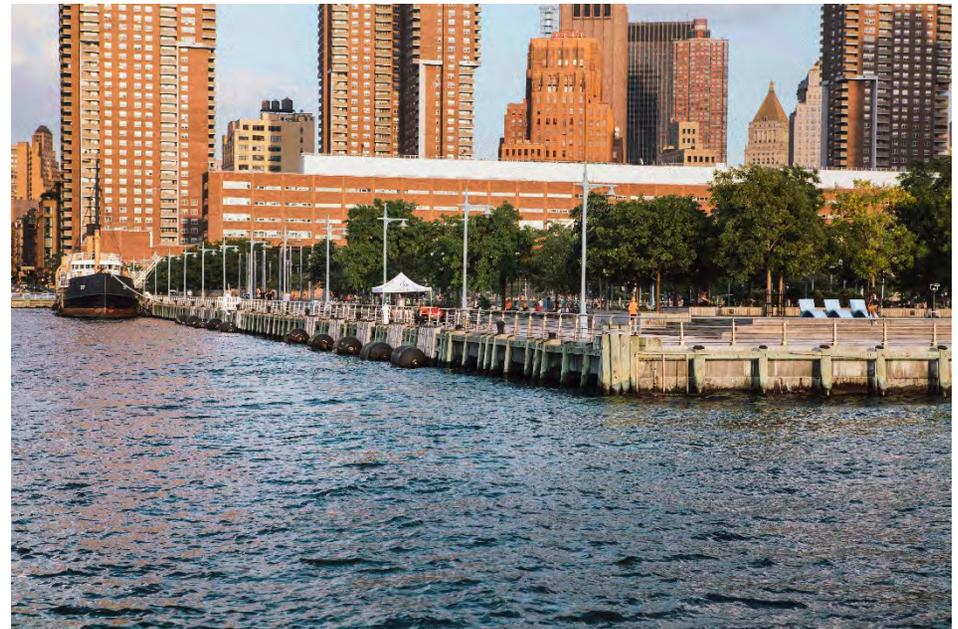


Exhibit C- Surrounding Uses Plans and Photos



Above- Site plan showing the water taxi landing on the south side of Pier 25, below left- Water taxi landing looking east, and below right- historic vessel berths on the north side of Pier 25



Appendix 6:
Mooring Specifications

← S/S Jaw x Jaw 5/8-inch high strength swivel.

← 3-inch high serial numbers are standard

← The 4-ft spar buoy will float 12-inches above the water line.

The 7-ft spar buoy will float 18-inches to 24-inches above the water line.

ELASTIC MOORING DETAILS and BASIC USE GUIDE

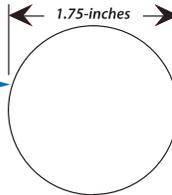
← There is a line through the center of the spar buoy to connect the top 3/4-inch swivel to the elastic rode assembly. This line has a tensile strength between 24,000-lb and 62,000-lb.

6-inches Galvanized hardware is standard

This drawing shows the basic elastic mooring system. It is recommended the basic system be installed at 1:1 scope in water depths to 30-feet and tides up to 6-feet. 1.5:1 scope in water depths 31-feet to 50-feet and tides to 6 feet.

This section of line is used to make up the difference in water depths with different elastic mooring configurations. It is recommended more for use with 10-ft elastic rode mooring systems. It is shown here with 5-ft elastic rodes for illustration purposes.

This is the life size diameter of the 10-ft x 1.75 elastic rode. **When printed on 11 x 17 paper.



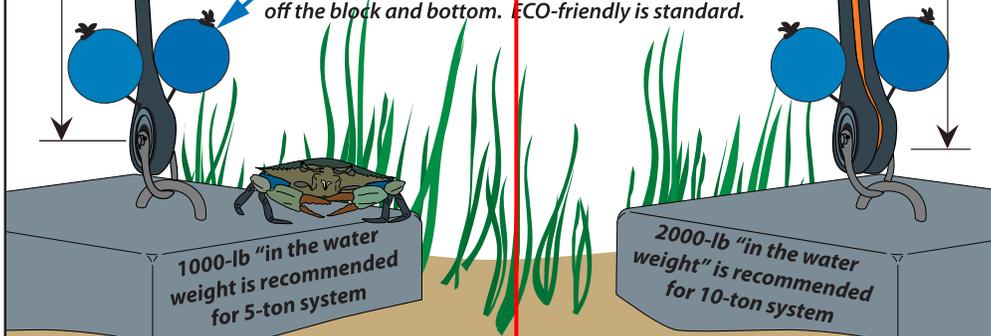
10-ft

← 5-ton* rating for single 10-ft x 1.75 elastic rode

Limit lines allow the 5-ft elastic rodes to stretch to 10-feet during very severe conditions.

← 10-ton* rating for double 5-ft x 1.75 elastic rodes

The hard trawl floats keep the mooring components off the block and bottom. ECO-friendly is standard.



1000-lb "in the water weight" is recommended for 5-ton system

2000-lb "in the water weight" is recommended for 10-ton system

*We have estimated from experience that a 5-ton or 10-ton standard design ship will stretch the elastic mooring system 30% in severe weather. 30% stretch is the long term life of elastic mooring systems. 100% stretch occasionally in extreme conditions.

Hazelett Marine

www.hazeletmarine.com

Tel (802) 863-6376

5/8 Jaw x Jaw 3/4-inch high strength swivel.

3-inch high serial numbers are standard

The 7-foot spar buoy will float 18-inches to 24-inches above the water line.

Top section of spar buoy is foam filled.

2-ft

8-ft

5-ft

ELASTIC MOORING DETAILS and BASIC USE GUIDE

Concrete ballast is inside spar buoy.

There is a line through the center of the spar buoy to connect the top 3/4-inch swivel to the elastic rode assembly. This line has a tensile strength between 24,000-lb and 62,000-lb.

6-inches

Galvanized hardware is standard

12-ft

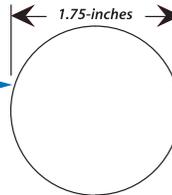
This drawing shows the basic elastic mooring system. It is recommended the basic system be installed at 1:1 scope in water depths to 30-feet and tides up to 6-feet. 1.5:1 scope in water depths 31-feet to 50-feet and tides to 6 feet.

Limit lines allow the 10-ft elastic rodes to stretch to 20-feet during very severe conditions. The limit line is optional but, recommended in exposed areas.

10-ft

16-ton* rating for double 10-ft x 1.75 elastic rodes

This is the life size diameter of the 10-ft x 1.75 elastic rode.**
***When printed on 1 x 17 paper.



16-ton* rating for double 10-ft x 1.75 elastic rodes

The hard trawl floats keep mooring components off the block and bottom. ECO-friendly is standard.



2000-lb "in the water weight" is recommended for 16-ton system

2000-lb "in the water weight" is recommended for 16-ton system

*We have estimated from experience that a 16-ton standard design ship will stretch the elastic mooring system 30% in severe weather. 30% stretch is the long term life of elastic mooring systems. 100% stretch occasionally in extreme conditions.

Appendix 7:
Town Dock Plans and Specifications



Hudson River Park Trust

The Honorable Eliot Spitzer
Governor, State of New York

The Honorable Michael R. Bloomberg
Mayor, City of New York

The Honorable C. Virginia Fields
President, Borough of Manhattan

Charles E. Dorkey III
Chairman, Hudson River Park Trust

Daniel L. Doctoroff
Vice Chairman, Hudson River Park Trust

Connie Fishman
President, Hudson River Park Trust

Carol Ash
Commissioner, New York State Office of Parks, Recreation and Historic Preservation

Adrian Benepe
Commissioner, City of New York Parks & Recreation

Alexander B. Grannis
Acting Commissioner, New York State Department of Environmental Conservation

HUDSON RIVER PARK

Segment 3

PIER 25 & PLATFORM WATERFRONT STRUCTURES C4047

Marine Engineering
HPA Engineers, PC
22 Cortlandt Street
33rd Floor
New York, NY 10007

Civil Engineering
Weidinger Associates, Inc.
375 Hudson Street
12th Floor
New York, NY 10014

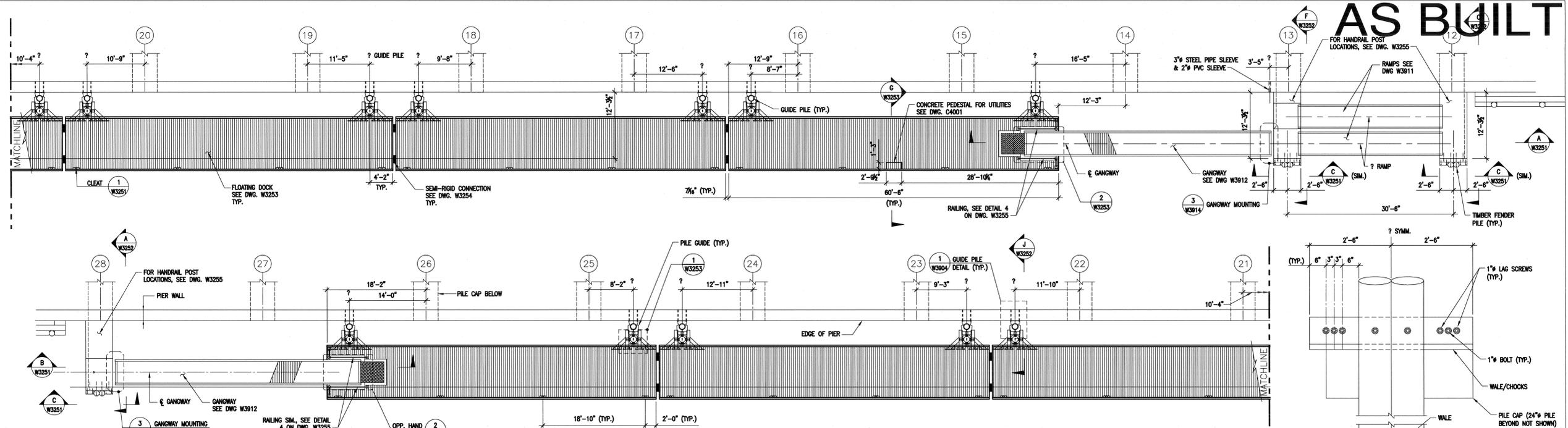
ISSUED FOR AS BUILT

No.	Date	Revision
1	11/06/08	AS BUILT

FLOATING DOCK GENERAL PLAN & ELEVATIONS

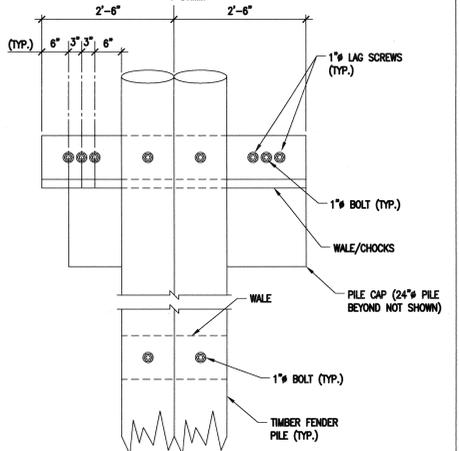
Contract No. C4047
Drawn by: P.C.
Approved by: K.L.
Scale: AS SHOWN
Date: 01/25/07
Sheet No. 25 of 43
W3251

AS BUILT

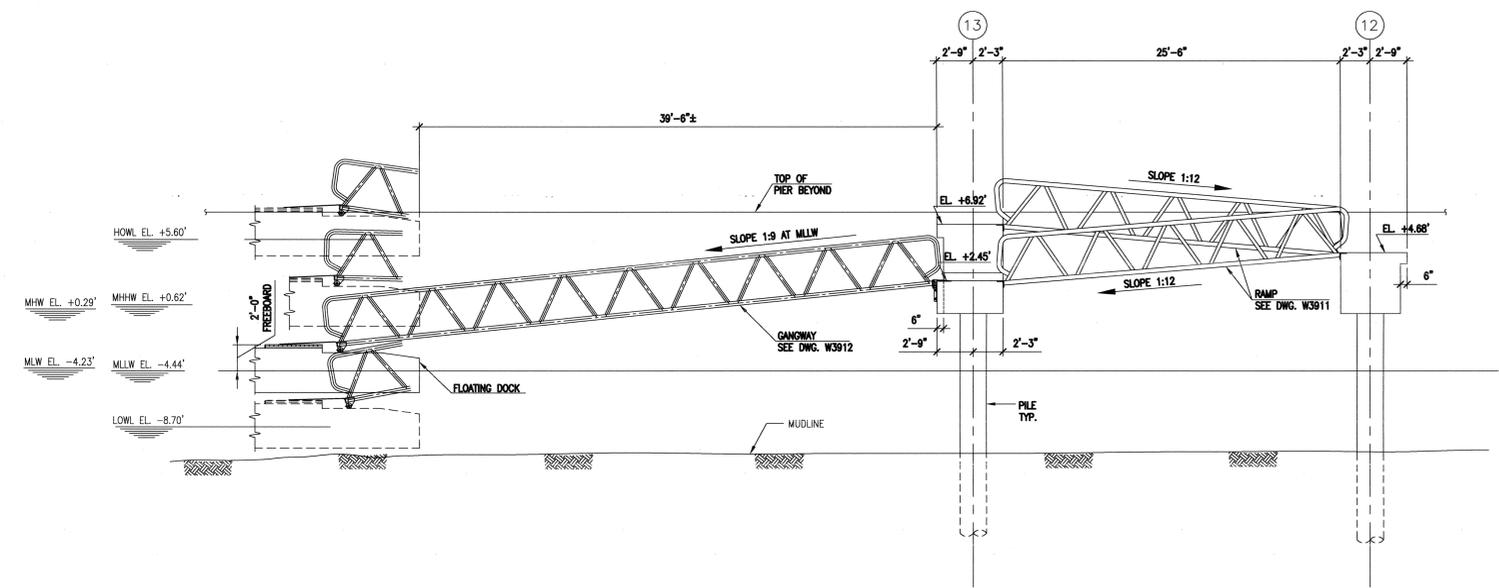


FLOATING DOCK PLAN
SCALE: 1/8"=1'-0"

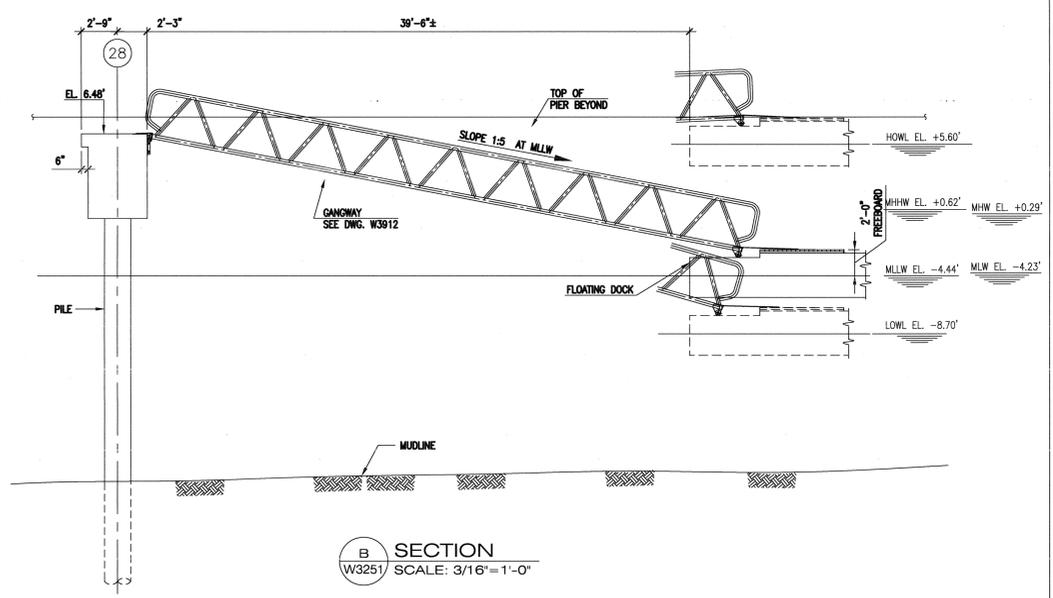
- NOTES:
- FOR UTILITIES SEE UTILITY DRAWING C4001.
 - FOR REMOVAL FENCE AROUND FLOATING DOCK SEE PLAN 1, ON DWG. W3255.



ELEVATION
SCALE: 3/4"=1'-0"



SECTION A
SCALE: 3/16"=1'-0"



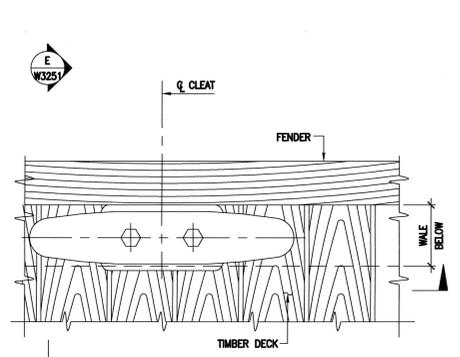
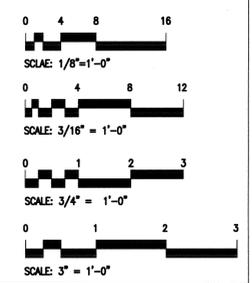
SECTION B
SCALE: 3/16"=1'-0"

- NOTES:
- FOR SANITARY PUMP OUT AND ELECTRICAL LINES, SEE UTILITY DWG'S.
 - FOR UTILITY, SEE DWG. C4001.

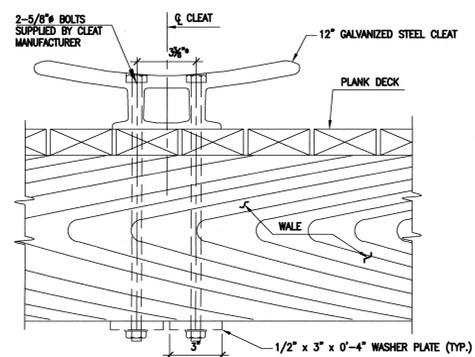
AS BUILT NOTES:

-SEE DWGS. 'PIER NO. 25 FLOATING DOCK RAMPS/GANGWAYS, D-07-2115, SHEETS 1 TO 3, FOR AS BUILT GANGWAY DETAILS.

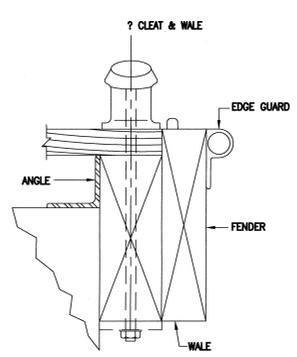
-SEE DWGS. 'PIER 25 FLOATING DOCK, TITLE SHEET AND SHEETS F1 TO F6,' FOR AS BUILT FLOATING DOCK DETAILS.



PLAN VIEW
SCALE: 3"=1'-0"



SECTION D
SCALE: 3"=1'-0"



SECTION E
SCALE: 3"=1'-0"

CLEAT ATTACHMENT
SCALE: 3"=1'-0"

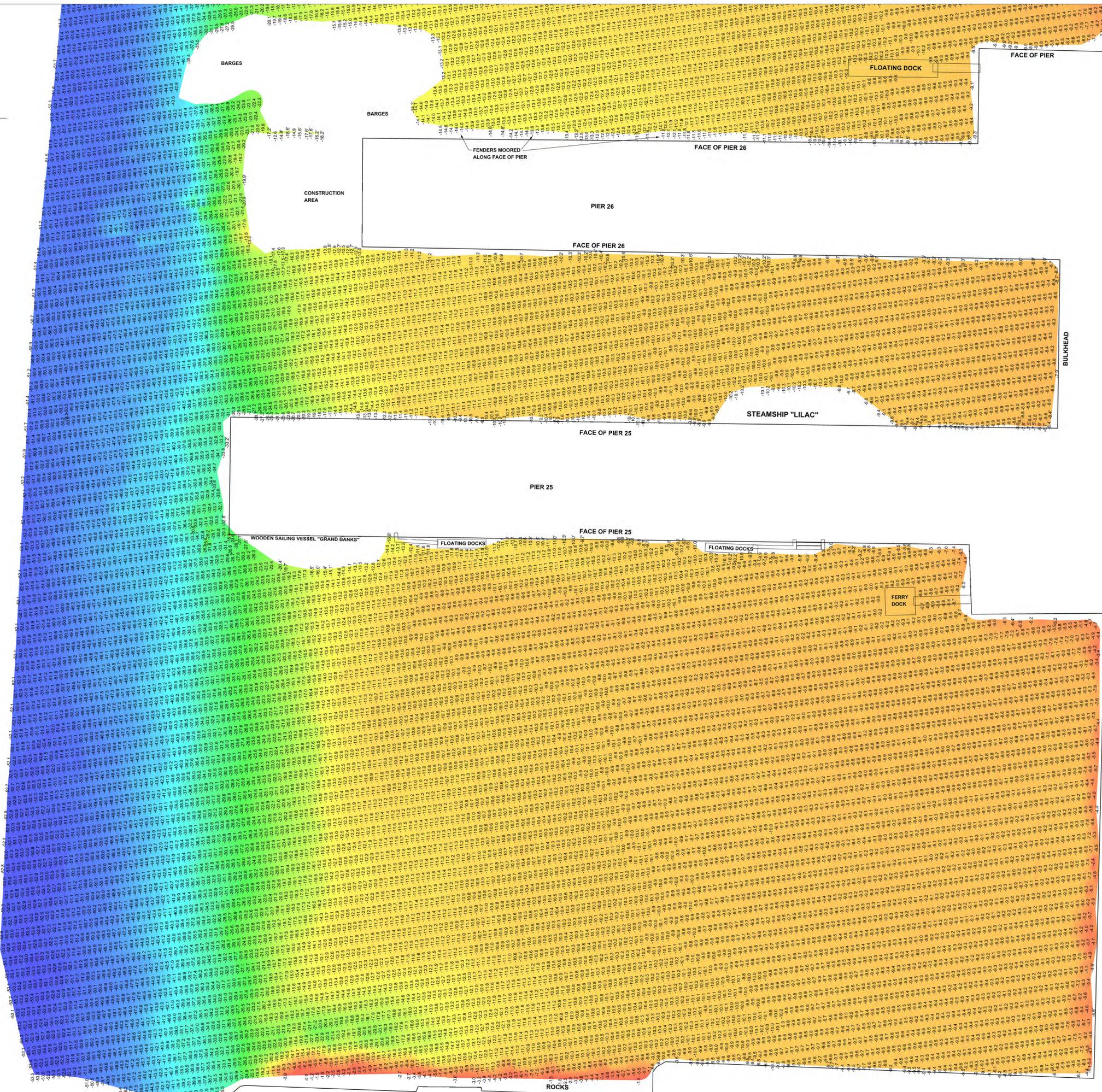
NOTES:
1. DIMENSIONS SHALL BE VERIFIED BY CLEAT MANUFACTURER (*)

11/06/08 10:00:00 AM W3251.dwg 01/21/07 08:45 Perle/aha

Appendix 8:
Bathymetric Survey

HUDSON RIVER

FLOOD
EBB



- NOTES**
1. DEPTHS ARE IN FEET AND ARE REFERENCED TO THE MEAN LOWER LOW WATER (MLLW) DATUM.
 2. HORIZONTAL CONTROL OF SOUNDINGS WERE BY RTK GPS AND REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, L.L., NAD 1983 IN FEET.
 3. WATER DEPTH TEXT WERE GENERATED FROM HYDROGRAPHIC SURVEY DATA COLLECTED IN ACCORDANCE WITH US ACEE CLASS 1 STANDARDS.
 4. WATER SURFACE ELEVATIONS WERE COLLECTED USING RTK GPS AND WERE CROSS CHECKED WITH NOAA STATION 8518750 LOCATED AT THE BATTERY.
 5. SHORELINE AND STRUCTURE LOCATIONS ARE APPROXIMATE AND PLOTTED FROM GEO-REFERENCED IMAGERY.
 6. THE INFORMATION PRESENTED ON THIS DRAWING REPRESENTS THE RESULTS OF A HYDROGRAPHIC SURVEY PERFORMED ON 21 MAY 2019 AND CAN ONLY REPRESENT THE CONDITIONS AT THAT TIME.



<p>P.O. BOX 485 SOUTHBRURY, CT 06488 (860) 526-4442</p> <p>21 MAY 2019</p> <p>REVISION: NB</p>	<p>PREPARED FOR: HUDSON RIVER PARK TRUST NEW YORK, NEW YORK</p>
	<p>HYDROGRAPHIC SURVEY</p>
	<p>PIER 25 & PIER 26, MANHATTAN HUDSON RIVER</p>
	<p>NEW YORK CITY, NEW YORK</p>
<p>SCALE: 1"=40' DWG NO: P2526-S19B-AW PLOT D SHEET 1 of 1 REV 0</p>	

Appendix 9:
Town Dock Inspections



**Tenant
Marine Inspection Report
Pier 25**

Inspection Date: _____

Eastern Dock

Item	Condition			Comments
	Good	Fair	Poor	
Dock:				
Decking				
Cleats				
Fendering				
Safety Fence				
Pile Guides:				
Steel Structure				
Hardware				
UHMW Wear Pads				
Other (specify)				
Gangway:				
Railings				
Decking				
Wheels				
Dock Connections				
Skid Plates				
Other (specify)				
Pilings:				
Dock Connections				
Wear				
Movement				
Other (specify)				
Other:				
Railing				
Gate				
Lighting				
Dock Box				
Pump-Out Station				
Other (specify)				

Western Dock				
Item	Condition			Comments
	Good	Fair	Poor	
Dock:				
Decking				
Cleats				
Fendering				
Safety Fence				
Pile Guides:				
Steel Structure				
Hardware				
UHMW Wear Pads				
Other (specify)				
Gangway:				
Railings				
Decking				
Wheels				
Dock Connections				
Skid Plates				
Other (specify)				
Pilings:				
Dock Connections				
Wear				
Movement				
Other (specify)				
Other:				
Railing				
Gate				
Lighting				
Other (specify)				

Other observed conditions: _____

Note: "Poor" conditions MUST be reported to HRPT Property Management IMMEDIATELY!

Inspected By: _____

Appendix 10:
Mooring/ Docking Rules

HUDSON RIVER PARK DOCKING/ MOORING RULES

1. The Hudson River Park Trust (“Trust”) Docking/Mooring Rules, including but not limited to 21 NYCRR §751.8 Boating (“Boating Rules”) and all definitions contained therein, are applicable to Concessionaire and its customers retained pursuant to a commercial vessel agreement between Concessionaire and its customers (“Agreements”). Concessionaire and its customers shall comply with the Rules set forth in Chapters 3 and 4 of Title 56 of the Rules of the City of New York particularly while within the waters between the bulkhead and the pierhead line within Hudson River Park (“Park”). In addition, Concessionaire and its customers shall comply with all laws, rules, regulations and orders now or hereafter enacted by any governmental entity with jurisdiction over the Mooring Area and the Floating Dock.
2. The Agreements are non-transferable.
3. All Vessels shall be registered, identified, marked, equipped and maintained as required by law and safe practice and may be subject to periodic inspection by Concessionaire to determine the maintenance of proper safety conditions of same.
4. Vessels must operate under its own power, not sail, at a no-wake speed, when in or when entering the Mooring Area and the Floating Dock areas. Vessels in the Mooring Area and/or the Floating Dock areas are under the jurisdiction of the Trust/Concessionaire and shall be docked/moored only where ordered and maneuvered as directed by Concessionaire. Vessels that enter the Mooring Area and the Floating Dock areas under emergency conditions shall promptly report their situation to Capt. Jim Gill, Dock Master at 646-372-1356. Parks Enforcement shall be contacted at all other hours at 212-242-6427.
5. Adults are encouraged to wear life jackets/personal floatation devices (PFDs) and all children must wear PFDs when in or entering the Mooring Area and the Floating Dock areas.
6. All Vessels shall be secured to the moorings/dock in a manner acceptable to the Concessionaire. After notice to the Concessionaire, or in the event of an emergency without notice, the Trust or Concessionaire may secure the Vessel and assess the customer with a service fee.
7. In the event of an emergency, including an unsafe condition on a Vessel, the Trust may order Concessionaire to take specific remedial measures within a reasonable period of time, as determined by the Trust; otherwise, the Concessionaire shall be subject to the penalties set forth in the Boating Rules.
8. Transfer of oil and/or refueling is strictly prohibited in the Mooring Area and the Floating Dock areas.
9. A Trust Marine Facility Pump-out is provided and available for use at Pier 25. Pump-out is only permitted with the assistance of Concessionaire’s dock attendant. Concessionaire and its customers may not discharge waste or gray matter into Park waters. All customers of Concessionaire must utilize a marine sanitation system approved by the State Department of Environmental Conservation or a waste holding tank that can be connected with the Trust Marine

- Facility Pump-out station, as provided in §751.8(j)(1) of the Boating Rules. The Trust may assert fines for such non-compliance and terminate the Concession Agreement.
10. Concessionaires and its customers must take all steps necessary to ensure that they keep the Park and its waters clean and litter free.
 11. Vessels may not be cleaned at the Mooring Area and the Floating Dock.
 12. Concessionaire and its customers shall conduct themselves at all times when moored within the Park so as not to create annoyance, hazard or nuisance. Customers shall maintain good housekeeping, seamanship and sanitation practices and the use of garbage receptacles.
 13. Noise shall be kept to a minimum at all times. Concessionaire and their customers shall use discretion in operating engines, generators, radios, CD players and televisions so as not to create a disturbance or nuisance.
 14. No advertising or soliciting is permitted in the Mooring Area and the Floating Dock areas.
 15. Swimming/diving is not permitted within the Park, including from Vessels, in the Mooring Area and the Floating Dock areas.
 16. Concessionaire and its customers shall not place supplies, materials, accessories, or debris on walkways or the Floating Dock and shall not construct thereon any lockers, chests, cabinets or similar structures except with the express written approval of the Trust. All approved equipment must be secured by appropriate means.
 17. Laundry shall not be hung on Vessels in the Mooring Area or the Floating Dock areas.
 18. No charcoal, propane or open fires of any kind are allowed within the confines of the Mooring Area and the Floating Dock areas.
 19. All Vessels in the Mooring Area and the Floating Dock areas must have on board at all times equipment required by the USCG or by any Federal, State or local law, rule or regulation. Concessionaire's customers shall keep a working fire extinguisher on their Vessel at all times.
 20. Animals must be leashed at all times when within the Mooring Area, the Floating Dock areas, and within the Park.
 21. In the event of a severe storm or hurricane, or an act of God, the Trust may attempt at its sole option to provide a damage prevention service for the Vessels, the cost of which will be charged to Concessionaire. However, Concessionaire must take all reasonable emergency measures to protect the Vessels. The Trust does not assume any responsibility for said protection and/or damages to Vessels.
 22. The Trust assumes no responsibility for the safety of any Vessel in the Mooring Area and the Floating Dock areas and shall not be responsible for loss, damage or injury to persons or property due to wind, waves, wakes, equipment failure, theft, collision, chafing, vandalism, fire, low water levels, or any other cause except for the gross negligence of the Trust employees acting in the performance of their duties. The Trust shall not be liable for any damage occurring before, during, or after, a severe storm, hurricane, or other emergency, for services performed, or for the failure to provide services. Concessionaire shall pay for all services performed, and for all goods

or materials used in all work performed, in a reasonable effort to protect and safeguard the Vessel, regardless of the success of such efforts.

23. Concessionaire acknowledges that the Trust makes no representation regarding the adequacy of water levels for egress or ingress at moorings of floating docks. The Trust is not responsible for damages resulting directly or indirectly from low water levels.
24. The waters in/around the Mooring Area and the Floating Dock areas may be subject to wakes. The Trust makes no representations regarding the nature or force of these wakes and cannot be held responsible for any damage(s) that may result in connection with such wakes.
25. The Trust will not be held liable by Concessionaire or its customers for any loss or damage caused by weather, acts of God, acts of terrorism, riots, or any other incidents beyond the control of the Trust.
26. All Vessels moored in the Mooring Area and the Floating Dock areas may be boarded by authorized officers of the Trust or of other City, State or Federal authority as necessary to respond to an emergency or as otherwise pursuant to applicable law.
27. Only Concessionaire's customers may dock a Vessel in the Mooring Area and/or the Floating Dock areas.
28. The Concessionaire waives all claims against the Trust, its agents and employees for any damage to a Vessel and its contents arising out of the removal, relocation, storage and/or disposal of a Vessel by the Trust pursuant to §751.8(k) of the Boating rules, except for gross negligence or willful misconduct by the Trust. In accordance with such rules, Concessionaire shall be responsible for all costs incurred by the Trust associated with such removal, relocating, storage and/or disposal.
29. No Vessel repair is permitted in the Mooring Area and the Floating Dock areas except for emergency repairs. In such event, all outside contractors that are employed by Concessionaire for such work must report the work to the Trust's Dock Master before the commencement of such work. All contractors must provide the Trust with evidence of insurance coverage with limits approved by the Trust for such work, naming the Hudson River Park Trust, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the Department of Environmental Conservation, the City of New York, New York City Department of Parks and Recreation, and each of their commissioners, officers, agents, employees, successors and assigns as Additional Insureds.

Appendix 11: **Criteria for Historic Vessels**

To be considered under this RFP, vessels must be either on the New York State or National Register of Historic Places or, in the judgment of the Trust, eligible for such listing or, in the judgment of the Trust, otherwise substantially meet the criteria below.

Vessels are eligible for listing on the New York State or National Register of Historic Places if they are more than 50 years old and:

- are associated with events that have made a significant contribution to the broad patterns of our history; or
- are associated with the lives of persons significant in our past; or
- embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or possess high artistic values, or represent a significant and distinguishable entity whose components lack individual distinction; or
- yield, or are likely to yield, information important in prehistory or history (for additional information on these requirements, see the National Register Bulletin 20, 1992).

In assessing applications, the Trust will give preference to Historic Vessels that demonstrate a strong tie to New York City or New York Harbor/Hudson River maritime history and offer substantial public access and strong educational programming in furtherance of the Park's public access and educational goals:

- historic significance of the vessel, and degree of historic integrity it possesses (quality replicas of worthy vessels could be considered historic);
- the size and condition of the vessel, as determined by a competent surveyor, as well as the possible visual and/or aesthetic impacts created by the vessel;
- the operational and maintenance needs of the vessel;
- the environment in which the vessel is to be located, and the projected effect of that vessel on the environment;
- intended use of the vessel and the projected effect of that use on the historic integrity of the vessel; and
- availability of suitable materials, equipment, technology, and competent personnel to successfully carry out the project.

The vessel's condition must be such to withstand regular and storm related tide, wake, and wave conditions typically experienced within the Park before the Trust will accept the vessel for permanent docking. The nature and extent of any required restoration will be carefully evaluated, as more extensive restoration may not be possible while the vessel is docked within the Park given the Park's sanctuary status and other applicable environmental restrictions on the Hudson River.

All applicants for permanent docking within the Park must provide the Trust with a Financial Plan and proof of ownership that demonstrate the financial stability, commitment, and capability to successfully operate and maintain the vessel for the length of the occupancy within the Park in accordance with applicable Park requirements and restrictions.

Appendix 12:
Sample Commercial Vessel Agreement

COMMERCIAL VESSEL AGREEMENT FOR TOWN DOCK USE

OWNER AND VESSEL INFORMATION

Customer Information:

Name:
Address:
Home Phone:
Cell Phone:
Email:

Vessel Information:

Name: _____ (the "Vessel")
Make/Model: ____
Motor Yacht Registration No.:
Hull No.:
Hull Color:
LOA/Beam/Draft:
Insurance Carrier:
Expiration Date:

DOCKING TERMS

PUDO - defined as "pick up and drop off" of passengers
Docking Term: [Date] through [Date]
License Use: Solely for Vessel docking during a scheduled PUDO as set forth herein

HOURS OF OPERATION

HUDSON RIVER PARK HOURS ARE FROM 6:00AM TO 1:00AM. NO ACCESS TO/FROM THE TOWN DOCK OR MOORINGS TO/FROM YOUR VESSEL IS PERMITTED AFTER PARK HOURS.

DOCKING FEE

[SEASONAL]
[FEE]

RETURNED SIGNED WITH PAYMENT TO: [CONCESSIONAIRE]
[ADDRESS]

THIS AGREEMENT WILL NOT BE FINALIZED UNLESS AND UNTIL ALL OF THE FOLLOWING CRITERIA ARE MET: (1) FULL PAYMENT OF THE DOCKING FEE; (2) RECEIPT OF A COPY OF YOUR INSURANCE BINDER; (3) CURRENT REGISTRATION; AND (4) A FULLY EXECUTED AGREEMENT

PAYMENT INFORMATION

Credit Card: M/C AMEX DISC VISA [OTHER]
Card# _____
Exp. Date: _____

BY SIGNING THIS AGREEMENT, I [Customer], ACKNOWLEDGE THAT I AM RESPONSIBLE FOR THE FULL BALANCE OF THIS DOCKING AGREEMENT REGARDLESS OF DEPARTURE FROM THE MARINA, BOAT SALE, REPOSSESSION OF VESSEL, ETC. AND THAT I AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS IS A PERSONAL GUARANTEE.

DOCKING AND MOORING RULES AND REGULATIONS

This commercial vessel agreement (“Agreement”) is entered into as of [Date] between [CONCESSIONAIRE] and [Customer], hereinafter referred to as "Customer", subject to the following covenants and conditions:

1. The Agreement is subordinate in all respects to that certain concession agreement dated [_____, 2017] between [CONCESSIONAIRE] and the Hudson River Park Trust (the “Trust”) (the “Concession Agreement”). [CONCESSIONAIRE] represents that it has, pursuant to the Concession Agreement, secured the consent of the Trust to enter into the Agreement. Customer agrees and acknowledges that it is not party to the Concession Agreement and has no rights thereunder.
2. Customer’s Vessel may, as more particularly directed by [CONCESSIONAIRE], traverse waters comprising the Mooring Area (as such term is defined in the Agreement) and dock at the Town Dock (as such term is defined in the Agreement) for the sole purpose of loading and unloading passengers (“Passengers”).
3. Customer must adhere to the contractual terms of the Agreement as well as [CONCESSIONAIRE]’s Rules and Regulations, including but not limited to 21 NYCRR § 751.8 Boating (Boating Rules) and all definitions contained therein, the Rules set forth in Chapters 3 and 4 of Title 56 of the Rules of the City of New York particularly while within the waters of Hudson River Park, and the Hudson River Park Docking/Mooring Rules while within the waters of Hudson River Park. In addition, Customer shall comply with all laws, rules, regulations and orders now or hereafter enacted by any government entity applicable to the Mooring Area and the Town Dock.
4. The Agreement confers no property rights on Customer and may be cancelled for convenience by [CONCESSIONAIRE] at any time upon ten (10) days written notice to Customer. In the event of such cancellation for convenience, Customer shall be refunded a pro rata portion (based on the days remaining in the term) of the Fee charged under the Agreement.
5. This Agreement is non-transferable by Customer.
6. All boats shall be registered, identified, marked, equipped and maintained as required by law and safe practice and may be subject to periodic inspection by [CONCESSIONAIRE] to determine the maintenance of proper safety conditions.
7. When in or entering the Mooring Area and the Town Dock, the Vessel must be under power, not sail. When the Vessel enters the Mooring Area, it shall immediately come under the jurisdiction of [CONCESSIONAIRE] and shall be docked only where ordered and maneuvered as directed. Vessels that enter the Mooring Area under emergency conditions shall promptly report their situation to the Dockmaster of [CONCESSIONAIRE], at XXX-XXX-XXXX. If unavailable, please contact Parks Enforcement at (212) 242-6427.
8. When in or entering the Mooring Area or within other Hudson River Park waters, adults are encouraged to wear life jackets/personal flotation devices (PFDs) and all children must wear PFDs.
9. Transfer of oil and/or refueling is strictly prohibited in Hudson River Park.
10. The Customer may use the Pier 25 pump-out by prior arrangement with Concessionaire. Customer may not discharge waste or gray matter into the Hudson River Park waters.
11. Customer must take all steps necessary to ensure that they keep Hudson River Park clean and litter free.
12. Vessels may not be cleaned at the Town Dock.
13. Customer shall conduct itself at all times when at the Mooring Area and Town Dock so as not to create annoyance, hazard or nuisance, including observances of good housekeeping, seamanship and sanitation practices and the use of garbage receptacles.
14. Customer must utilize a marine sanitation system approved by the State Department of Environmental Conservation or a waste holding tank as provided in §751.8(j)(1) of the Boating Rules. Failure to comply with this section will result in the imposition of a penalty for violation of this rule and possible default and termination of the Agreement.
15. Customer shall keep noise to a minimum at all times. Customer shall use discretion in operating

- engines, generators, radios, CD players and televisions so as not to create a disturbance or nuisance.
16. Customer shall not offer alcoholic beverages for sale or consumption on any vessel docking at, or in transit to or from, the Town Dock. No vessel operating from the Town Dock may be used to transport passengers to or from a location which is a bar or social club where alcoholic beverages are featured.
 17. No advertising or soliciting is permitted in the Mooring Area or at the Town Dock.
 18. Swimming/Diving is not permitted from boats, docks or piers in the Mooring Area or at the Town Dock.
 19. Customer and Passengers shall not place supplies, materials, accessories, or debris on walkways and shall not construct thereon any lockers, chests, cabinets or similar structures except with the express written approval of [CONCESSIONAIRE].
 20. Laundry shall not be hung on boats, docks or piers in the Mooring Area or at the Town Dock.
 21. No charcoal, propane or open fires of any kind are allowed within the confines of the Mooring Area or at the Town Dock.
 22. When in the Mooring Area or at the Town Dock, Customer must have on board the Vessel at all times any equipment required by the USCG or by any other federal, state or local law, rule or regulation. Customer shall keep a working fire extinguisher on the Vessel at all times.
 23. Animals must be leashed at all times when within the Mooring Area or at the Town Dock.
 24. In the event of a severe storm or hurricane, or an act of God, [CONCESSIONAIRE] may attempt at its sole option to provide a damage prevention service, the cost of which will be charged to Customer. However, Customer is solely responsible to take all emergency measures. [CONCESSIONAIRE] does not assume any responsibility to protect the Vessel.
 25. [CONCESSIONAIRE] assumes no responsibility for the safety of any Vessel in the Mooring Area or at the Town Dock and shall not be responsible for loss, damage or injury to persons or property due to wind, waves, wakes, equipment failure, theft, collision, chafing, vandalism, fire, low water levels, or any other cause except for the gross negligence of [CONCESSIONAIRE] employees acting in the performance of their duties. [CONCESSIONAIRE] shall not be liable for any damage occurring before, during, or after, a severe storm, hurricane, or other emergency, for services performed, or for the failure to provide services. Customer shall pay [CONCESSIONAIRE] for all services performed, and for all goods or materials used in all work performed, in a reasonable effort to protect and safeguard the Vessel, regardless of the success of such efforts.
 26. Customer acknowledges that [CONCESSIONAIRE] makes no representation regarding the adequacy of water levels for egress or ingress. [CONCESSIONAIRE] is not responsible for damages resulting directly or indirectly from low water levels.
 27. The waters in/around the Mooring Area or at the Town Dock may be subject to wakes. [CONCESSIONAIRE] makes no representation regarding the nature or force of these wakes and cannot be held responsible by Customer for any damage(s) that may result in connection with such wakes. When in the Mooring Field and when operating within 200 feet of the US Pierhead Line Customer must observe vessel speed limitations posted by Concessionaire.
 28. In the event of any infraction of the Agreement, the Concession Agreement or of Hudson River Park Docking/Mooring rules, [CONCESSIONAIRE] may cancel the Agreement without notice. The Trust may issue summonses and assert penalties upon the Customer. No refund of the fee or any portion thereof will be made if this Agreement is terminated for cause.
 29. [CONCESSIONAIRE] will not be held liable to Customer for any loss or damage caused by weather, acts of God, and acts of terrorism, riots, or any other incidents beyond the control of [CONCESSIONAIRE]. Customer agrees to indemnify and hold harmless [CONCESSIONAIRE] for any injury or damage to person or property in connection with the Agreement.
 30. The Vessel while in the Mooring Area or at the Town Dock may be boarded by [CONCESSIONAIRE] or by City, State or Federal authorities if necessary to respond to an emergency or as otherwise permitted by applicable law.
 31. The Customer waives all claims against [CONCESSIONAIRE], its agents and employees for any damage to the Vessel and its contents arising out of the removal, relocation, storage and/or disposal of a Vessel by [CONCESSIONAIRE] pursuant to § 751.8(k) of the Boating Rules, except for gross negligence or willful misconduct by [CONCESSIONAIRE]. In accordance with such rules, Customer shall be responsible for all costs incurred by [CONCESSIONAIRE] associated with such removal, relocating, storage and/or disposal.

32. Boat repairs may not be made at the Mooring Field and Town Dock without the prior written approval of [CONCESSIONAIRE].
33. Nothing in the Agreement shall be construed to give any person other than [CONCESSIONAIRE], the Trust and the Customer any legal equitable right, remedy or claim. The Agreement shall be held to be for the sole and exclusive benefit of [CONCESSIONAIRE] and Customer.

Throughout the term of the Agreement, Customer shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by terms of the Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- **Commercial General Liability Insurance** with a limit of not less than **Five Million Dollars (\$5,000,000)** per each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract);
- **Protection and Indemnity Insurance with a limit of not less than Five Million Dollars (\$5,000,000)** per each occurrence. Such Insurance shall provide coverage at a minimum for loss of life, personal injury and illness of crew, passengers and third-party individuals, damage to cargo on board, damage to piers, docks, buoys and other fixed or floating objects and damage to other vessels and their cargo; and
- **Hull Insurance** providing coverage in an amount adequate for the damage to the Vessel, other vessels and their cargo.
- All insurance required by this Agreement shall be:
 - Obtained at the sole cost and expense of Customer;
 - Maintained with insurance carriers licensed to do business in New York State, and acceptable to [CONCESSIONAIRE] and the Trust;
 - Primary and non-contributing to any insurance or self-insurance maintained by [CONCESSIONAIRE] and the Trust;
 - Endorsed to provide written notice be given to [CONCESSIONAIRE], at least (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice evidenced by return receipt of United States Certified Mail, shall be sent to [CONCESSIONAIRE] at the addresses provided by [CONCESSIONAIRE] to Customer;
 - Shall name [CONCESSIONAIRE], the Hudson River Park Trust, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the Department of Environmental Conservation, the City of New York, New York City Department of Parks and Recreation, and each of their commissioners, officers, agents, employees, successors and assigns as additional insureds thereunder (“Additional Insureds”).
 - Customer shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by [CONCESSIONAIRE]. Such approval shall not be unreasonably withheld.
 - Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during term of the policy, a carrier's rating

falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to [CONCESSIONAIRE] and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

- Customer shall cause all insurance to be in full force and effect as of the commencement date of the Agreement and to remain in full force and effect throughout the term of the Agreement. Customer 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. Not less than thirty (30) days prior to the expiration date or renewal date of any policy, Customer shall supply [CONCESSIONAIRE] with updated replacement Certificates of Insurance and any amendatory endorsements.
- Customer shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against [CONCESSIONAIRE] and the Trust, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Customer waives or has waived before the casualty the right of recovery against [CONCESSIONAIRE] and the Trust or other Additional Insureds set forth above, or (ii) any other form of permission for the release of [CONCESSIONAIRE] and the Trust or other the Additional Insureds.
- Upon execution of the Agreement, Customer shall provide [CONCESSIONAIRE] with Evidence of Insurance reflecting compliance with all requirements contained in the Agreement. Acceptance and/or approval by [CONCESSIONAIRE] do not and shall not be construed to relieve Customer of any obligations, responsibilities or liabilities under the Agreement.

In addition to the indemnification provision set forth above, Customer shall defend, indemnify and save harmless the Hudson River Park Trust, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the New York State Department of Environmental Conservation, the City of New York, the City of New York Department of Parks and Recreation, and each of their respective commissioners, officers, agents, employees, successors and assigns ("Indemnities") 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 Customer or of the directors, officers, employees, guests, contractors, subcontractors, representatives or agents of Customer, that occurs on or in proximity to the Mooring Area and the Town Dock, including but not limited to the lands under water or dock or water areas adjacent to the Mooring Area and the Town Dock, or arise out of or as a result of the Agreement, or (ii) relate to or arise from any and all liens and encumbrances which may be filed or recorded against the Mooring Area and the Town Dock 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 Customer, its directors, officers, contractors, subcontractors, agents, representatives, employees, guest or invitees.

In addition to the indemnification provision set forth herein, Customer agrees to defend, indemnify and hold harmless the Trust, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the New York State Department of Environmental Conservation, the City of New York, the City of New York Department of Parks and Recreation, and each of their respective commissioners, officers, agents, employees, successors and assigns from and against any and all loss, damage or liability 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 Materials (as hereinafter defined) over, under, in, on or from the Mooring Area and the Town Dock caused wholly or in part by Customer's acts or omissions. For purposes of this

Section 31 "Hazardous Material" means: (i) any "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601 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. 1321 et seq.

The indemnification provisions hereof shall survive the expiration or earlier cancellation of the Agreement.

Agreed and Accepted by:

Customer: _____

[Print name]

[Concessionaire]:

[Print name]

Title: _____

Appendix 13:
Fee Schedule Template

Alternative 1: Fee Proposal for operating both Concessions A and B

Concession A Fee Schedule:

Base Fee	Initial Term						Extension Period(s)			
Months	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
January	--									
February	--									
March	--									
April	--									
May										
June										
July										
August										
September										
October										
November										
December										
Total										
Percentage Fee										
Applicable Percentage										
Applicable Threshold										

Concession B Fee Schedule:

Base Fee	Initial Term						Extension Period(s)			
Months	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
January	--									
February	--									
March	--									
April	--									
May										
June										
July										
August										
September										
October										
November										
December										
Total										
Percentage Fee										
Applicable Percentage										
Applicable Threshold										

Alternative 2: Fee Proposal for operating only Concession A

Base Fee	Initial Term						Extension Period(s)			
Months	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
January	--									
February	--									
March	--									
April	--									
May										
June										
July										
August										
September										
October										
November										
December										
Total										
Percentage Fee										
Applicable Percentage										
Applicable Threshold										

Alternative 3: Fee Proposal for operating only Concession B

Base Fee	Initial Term						Extension Period(s)			
Months	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
January	--									
February	--									
March	--									
April	--									
May										
June										
July										
August										
September										
October										
November										
December										
Total										
Percentage Fee										
Applicable Percentage										
Applicable Threshold										

Appendix 14:
Rate Schedule Template

Pricing Schedule		
Description	Unit Price	Unit/Measure
<i>Seasonal Moorings:</i>		
Mooring Rate		
Drop Buoy Deposit		
<i>Transient Moorings</i>		
Nightly Rate		
Weekly Rate		
Monthly Rate		
<i>Town Dock 'Drop Off & Pick Up' (XX minutes max)</i>		
Recreational		
Commercial		
<i>Town Dock 'Dock & Stay' (Recreational and Commercial)</i>		
First XX Hours		
Each Additional Hour (Beyond XX Hours)		

Appendix 15:
Long Term Historic Vessel Docking Form

Vessel Name:

A. Ownership/ Operator Information:

-
1. Name of Vessel Owner:

 2. Name of Operator (if different from owner):
Name of Leasing Company (if applicable):

Owner's Physical Address:

Phone Number:

Cell Number:

Email:

3. Owner/ Operator Experience:
-
-
-

4. Designated Contact for the Trust:

Address:

Phone Number:

Cell Number:

Email:

5. Financial Information (attach financial statements):
 6. Description of Operating Costs and Cash Flow (attach budget documents):
 7. References (at least 3):
 1. Name: Phone Number:
Email:
 2. Name: Phone Number:
Email:
 3. Name: Phone Number:
Email:
-

B. Vessel Information:

-
1. Name of Vessel:

 2. Year Built:

 3. Hull ID #:
Registration Number: Expiration: State:
 4. Vessel Length: Beam: Draft:
-
5. Describe Vessel Fendering System:

6. Number of Engines:

Engine Type (Gas/Diesel):

Engine Manufacturer: _____
Tank Capacity: _____ Total HP: _____
Fuel Type: _____

C. Vessel Historic Registry/ Eligibility Information:

1. Historic Significance Designation:

Is the Vessel (check all that apply)

_____ on the State Register of Historic Places?

_____ on the National Register of Historic Places?

_____ eligible for listing on the State or Federal Register?

_____ a Replica?

2. Explain how the vessel is associated with significant historical events or people, has distinctive characteristics of a type, period, or method of construction, etc.

3. How has the vessel retained its integrity respecting location, design, setting, materials, workmanship, feeling, and association?

4. If the vessel is representative of a particular vessel type, is it the best of a type or period or the sole representation? If so, explain.

5. What is the relationship between the vessel and New York City area maritime history?

D. Vessel Maintenance, Operations and Programming:

1. Proposed Improvements: Identify any technical issues or engineering considerations with locating your vessel at Pier 25. Submit a timetable describing proposed work to be done

2. Vessel Restoration Needs: Describe the condition of the vessel and, if in need of restoration, explain in detail the nature, timing and extent of the proposed restoration. Include

estimated costs and funding sources. Please provide the vessel's most recent third party inspection report, if available.

3. Public Programming: Describe the proposed public access/programming that would further the Park's public access and maritime, environmental and educational goals. Provide a proposed detailed schedule of hours of operation throughout the year. Provide details as to any admission fees, charges or other expenses related to such programming.

4. Commercial Operations. If proposing commercial operations, please indicate in detail the nature of the operations, operating hours and sample offerings. If proposing food/beverage service, include a sample menu with prices. If offering excursions, include a sample of tours offered and prices.

5. Fee. Respondents should identify and provide estimates for all anticipated revenue sources. If the operation is intended to generate a profit, Respondent should include an annual and monthly rent to the Trust which includes both a base rent and a percentage rent. Please use Appendix 13- Fee Schedule Template to input the proposed fees.

6. Staffing. Provide detail as to the estimated number of employees and/or volunteers you expect to hire or retain in connection with the vessel's maintenance, operations and/or programming activities if selected to be berthed at Pier 25. Describe the types of duties and anticipated hours involved for such employees and/or volunteers.

No: of Full-time:

No: of Seasonal:

No: of Volunteers:

7. Private Events. Describe the proposed number, type and purpose of any anticipated private events, fundraising or other non-public events.

8. Maintenance Plan. Provide a detailed maintenance plan as an attachment covering all aspects of the vessel and identifying the daily, short-term, and long-term restoration and/or

maintenance planned for the vessel and surrounding area. Please include a strategy for managing trash.

9. Vessel Access. Please describe whether you will have a need to access vessel outside the normal park hours of 6AM to 1AM. Will you seek to have a vessel shipwatch? If so, please provide details as to the reason for such need and identity of the person(s) who will be designated for the shipwatch and their qualifications (attach a resume for each such person).

10. Insurance. Provide a copy of the vessel's existing Certificate of Liability and any other insurance requirements detailed in Appendix 3.
11. Green Partnership Agreement. The selected respondent shall partner and subscribe to the Hudson River Park Trust Green Partnership Agreement attached in Appendix 4. Please review for your reference.

Appendix 16:
New York State Required Forms

- 1. Disclosure of Prior Non-Responsibility Determination/Lobbying Form**
- 2. Non-Collusion Certification Form**
- 3. Iran Divestment Act Affidavit**



Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates Hudson River Park Trust to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Person Submitting this Form:

Name:

Title:

Contract Procurement Number:

Date:



Disclosure of Prior Non-Responsibility Determinations

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

No

Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to Hudson River Park Trust with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____

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

_____ hereby affirms that it understands and agrees to comply with the procedures of the Hudson River Park Trust relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

Signed: _____ Date: _____

Name: _____ Title: _____

Contractor Name:

Contractor Address:



CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

Name of Respondent:

Business Name:

Business Address:

Phone:

Fax:

Email:

I hereby attest that I am the person responsible within my company for the final decision as to the prices(s) and amount of this bid/proposal or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any other competitor.
2. The respondent prior to the opening has disclosed neither the price(s) nor the amount of this proposal.
3. No attempt has been made to solicit, cause or induce any company or person to refrain from bidding on this project, or to submit a bid/proposal higher than the bid/proposal of this firm, or any intent ally high or non-competitive bid/proposal or other form of complementary bid/proposal.
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary bid/proposal.
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from bidding or to submit a complementary bid/proposal.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid/proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid/proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this bid/proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Name

Federal ID Number



IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

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

, BEING DULY SWORN, DEPOSES AND SAYS THAT:

- 1. I am responding to a competitive procurement to provide services and/or supplies on behalf of , to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.
2. The address of the company or individual submitting the proposal is:
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the respondent has no "investment activities in Iran".
4. The respondent's taxpayer identifications number is:
5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: _____

Signature

Title

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

Notary Public