

# REQUEST FOR PROPOSALS

Hudson River Park Trust



## **Request for Proposals For Pier 25 Recreation and Food Concession in Hudson River Park**

**RFP Release Date: October 16, 2019**

**Submission Deadline: November 25, 2019 at 3:00 PM**

**RFP# L5105**

**SUMMARY:**

**Premises:** A recreation and food concession consisting of: (a) a 306-sf snack bar with facilities to prepare hot food (“**Snack Bar 1**”), (b) a 379-sf food kiosk presently used for ice cream and snack service (“**Snack Bar 2**”), (c) an 18-hole miniature golf course together with a 102-sf office (“**Minigolf**”), and (d) three sand volleyball courts (“**Volleyball Courts**”) all located on Hudson River Park’s Pier 25 in the Tribeca neighborhood of Manhattan at North Moore Street extended.

Premises is offered in “as-is” condition

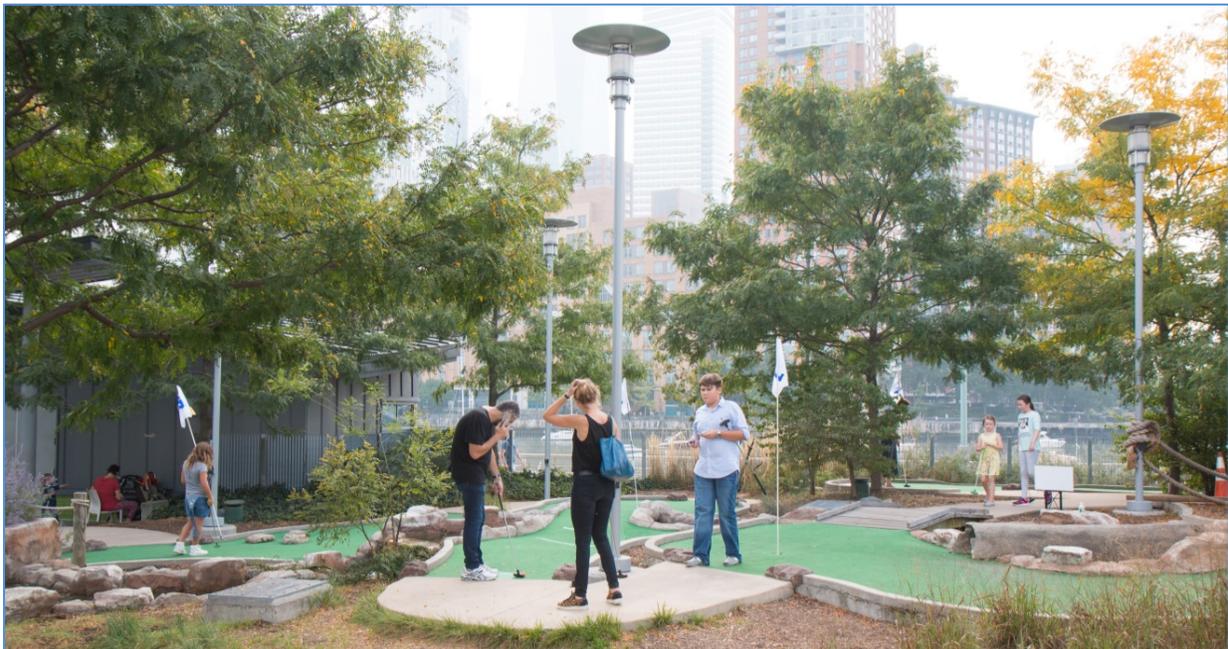
**Permitted Use:** Window and take-away snack and food service; miniature golf, including walk-up and prescheduled parties and group reservations; volleyball, including walk-up and league play (together, the “**Concession**”)

**Term:** Up to five (5) years

**Extension Period(s):** Up to two (2) consecutive two-year renewals available subject to Hudson River Park Trust approval (up to four additional years)

**Concession Fee:** Monthly fee with annual escalations plus a percentage of gross receipts on first dollar or in excess of a threshold

**Submission Deadline:** **November 25, 2019 at 3:00 PM**



**BACKGROUND:**

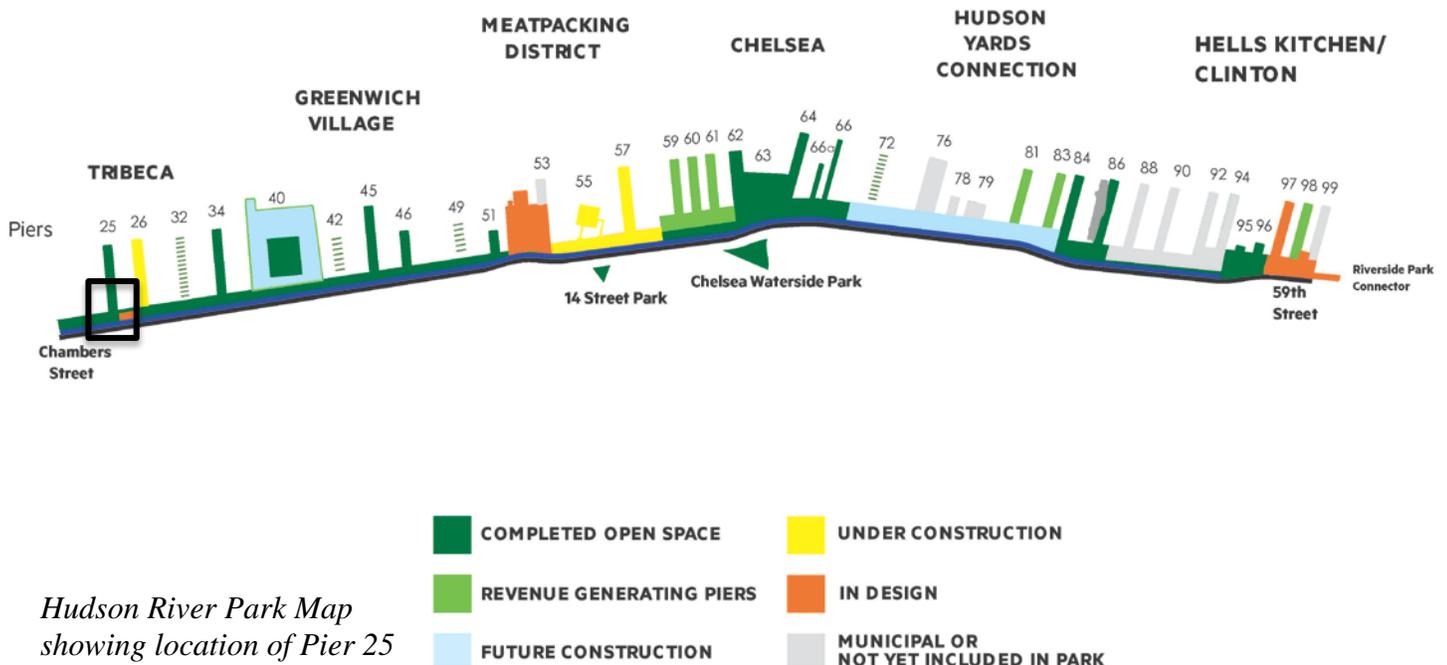
**HUDSON RIVER PARK TRUST**

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 commercial 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.



## I. The Opportunity

The Trust seeks submissions to this request for proposals (“**RFP**”) from experienced and qualified operators for a public recreation and food concession at Pier 25 (“**Pier 25 Recreation and Food Concession**”) located at North Moore Street extended in Hudson River Park. The Pier 25 Recreation and Food Concession is situated on the heavily used Pier 25 in the Tribeca section of the Park. The selected respondent to this RFP (“**Concessionaire**”) will manage and assume responsibility for the operation and maintenance of the “**Premises**” (defined in Section VII) in accordance with the terms and conditions set forth in this RFP and the concession agreement to be subsequently issued by the Trust (“**Concession Agreement**”).

The Concessionaire will be charged with successfully managing both the food concession and the recreational elements. Therefore, the respondent should have experience in food service, mini golf operation and maintenance, and group recreation such as volleyball.

The Concession operation includes the following elements:

- Minigolf operation including maintenance and repair of Minigolf features. Please note that the Concession Agreement may require the Concessionaire to contract with a maintenance company(s) for landscaping, plumbing, electrical work, and/or upkeep of the Minigolf course and all its features.
- Volleyball Court operation offering both walkup play and organized leagues, as well as court maintenance.
- Quality window and takeaway food service together with the maintenance of all associated equipment and facilities.

The Concessionaire shall cater to Park patrons, including both local residents and visitors, and where feasible offer community programming.



*The Minigolf and the Pier 25 north side walkway*

## Term

The commencement date for the Concession is expected to begin on or about February 1, 2020 and continue through December 31, 2024 (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, subject to the prior approval of the Trust. The Initial Term, together with all approved Extension Periods set forth above, may extend to December 31, 2028. Trust approvals of the Extension Periods will be subject to certain performance criteria established by the Trust as more particularly set forth in the Concession Agreement, including compliance with the provisions of the Concession Agreement, periodic refurbishment and replacement of Minigolf and Volleyball Court elements, and meeting gross receipts targets.



*The Volleyball Courts*

## Area Description

The Premises geographic location is at Hudson River Park’s Pier 25. The pier, which opened for public use in 2010 after a complete reconstruction, is the Park’s busiest. It is a hub of activity in the Tribeca section of the Park with public amenities such as a skate park, children’s playground, waterfront esplanade and seating areas, rest rooms, and synthetic turf field.

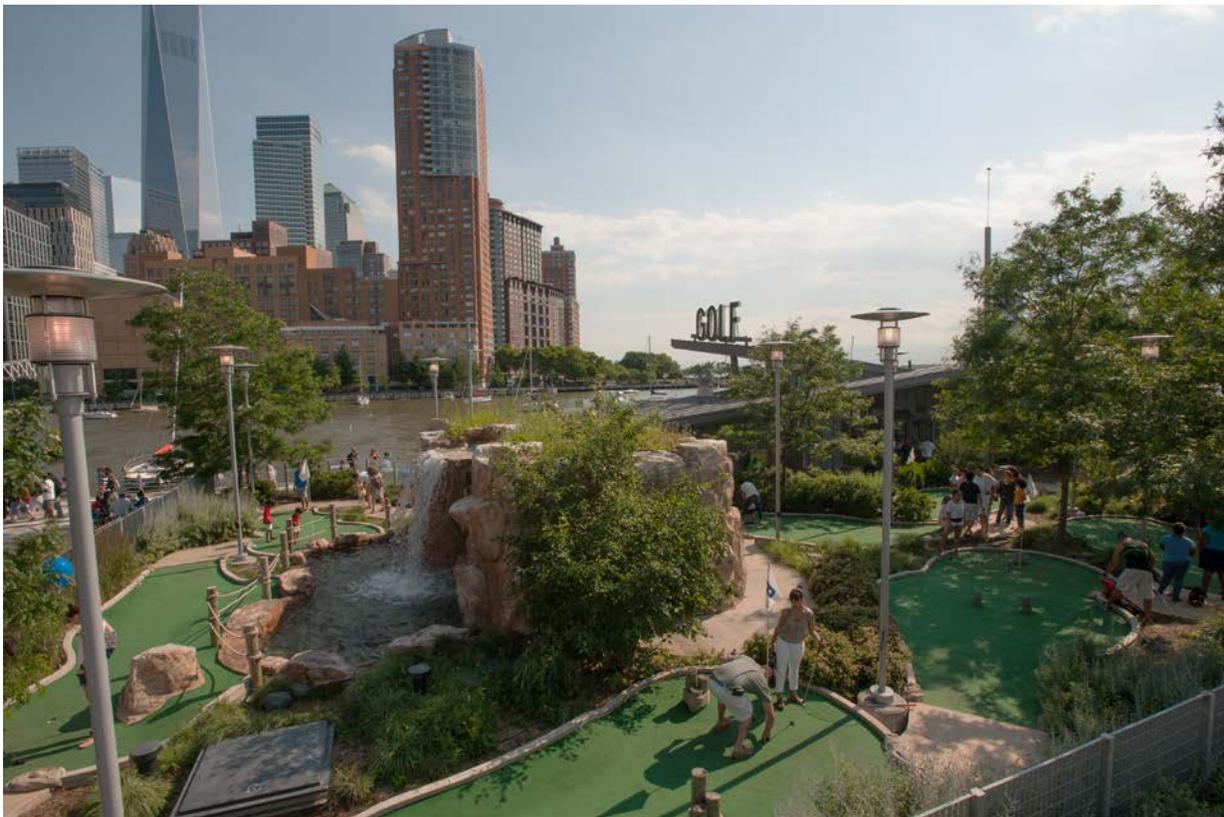
Neighboring uses on Pier 25 include:

- The Pier 25 marine facility, including a mooring field, town dock, and a non-commuter water taxi landing;
  - An historic vessel and seasonal restaurant;
  - An historic vessel and educational museum;
  - Children’s playground;
- and
- Turf sports field.

To the north is Pier 26 whose current uses include City Vineyard, a year-round full service restaurant, and the Downtown Boathouse, a community facility that offers

free public kayaking. Construction of further improvements to Pier 26 is presently underway, and includes an ecologically themed pier with a lookout and wetland tidal pool area, a multi-purpose sports field, lawns and seating. Pier 26 is expected to open during late summer 2020. Also planned for construction in the upland area located east of Pier 26 is an environmental education center.

Pier 25 is less than a 10-minute walk from the 1, 2, 3, A, C, and E subway trains. Directly across West Street to the east are the Borough of Manhattan Community College and the world headquarters building of Citigroup. Further to the south but within view is the world headquarters building of Goldman Sachs, the World Financial Center, and the Battery Park City residential community. The pier is also in close proximity to the World Trade Center site including access to a transportation hub including subway and PATH trains and several tourist destinations. The adjacent Tribeca section of Manhattan is a thriving residential and business community. Significant public facilities, such as Stuyvesant High School and PS 234, are also nearby.



*Aerial view of the the Minigolf looking south*

**The Pier 25 Recreation and Food Concession offered under this RFP is “net” to the Trust. The Concessionaire will be responsible for the performance and payment of any and all “Fit-Out” necessary and/or desirable for its use and occupancy of the Premises, and shall be required to obtain, at its sole cost and expense, all state and local governmental approvals, permits and licenses as required for the planning, preparation, operation and maintenance of the Pier 25 Recreation Food and Concession. The Premises is offered in “as-is” condition. The Trust will**

not offer any “allowance” for fit-out costs or any other monetary contribution toward the operating expenses of the Pier 25 Recreation and Food Concession which shall be absolutely “net” to the Trust.

## **II. Specific Terms, Deadlines and Requirements**

1. **Submission Deadline:** Proposal must be received at the Trust’s office by **November 25, 2019 at 3:00 PM** by hand, express mail or other nationally-known overnight courier.
2. Proposals must be submitted to the Trust at Pier 40 at 353 West Street, Suite 201, New York, N.Y. 10014, Attn: Rashi Puri
3. Number of proposals to be submitted: Three (3) hard copies and one (1) electronic version. Please note that the electronic version of the proposal along with an Excel version of the four year pro forma referenced in Section III (8) below is required to be emailed to [Pier25MiniGolfRFP@hrpt.ny.gov](mailto:Pier25MiniGolfRFP@hrpt.ny.gov).
4. Hard copies of proposals should be submitted in one or more sealed envelopes labeled: “Proposal for Pier 25 Recreation and Food Concession, RFP# L5105.
5. Optional Pre-Proposal Meeting/ Site Visit: **November 5, 2019 at 11:00 AM** at Pier 25 on the Hudson River Park esplanade (an RSVP email sent to [Pier25MiniGolfRFP@hrpt.ny.gov](mailto:Pier25MiniGolfRFP@hrpt.ny.gov) is required).
6. Last date to submit questions regarding the RFP: **November 11 , 2019 at 3:00 PM** to [Pier25MiniGolfRFP@hrpt.ny.gov](mailto:Pier25MiniGolfRFP@hrpt.ny.gov) or to the Trust as set forth in Section VI.
7. Answers to questions regarding the RFP and any technical addenda issued in connection with the RFP will be made available on the Trust’s website by **November 15, 2019** at: <http://www.hudsonriverpark.org/about-us/bids-business-opportunities>. Respondents are solely responsible for monitoring the Trust’s website for such postings.

Any respondent with a physical disability who cannot deliver its proposal to the Trust’s office at Pier 40 by hand, express or overnight mail should contact Nicole Steele at (212) 627-2020 or at [Pier25MiniGolfRFP@hrpt.ny.gov](mailto:Pier25MiniGolfRFP@hrpt.ny.gov) at least 48 hours prior to the submission deadline for special submission arrangements.

## **III. Submission Requirements**

Each respondent should include the following with its submitted proposal. Please label and number each section.

1. Name, address, phone number, and email address of the primary contact for the respondent.
2. A description of the respondent’s organizational structure, key management personnel, number of years in operation, type and address of other property presently or formerly occupied by respondent, and history of commercial and/or not-for-profit operations.
3. A detailed description of the respondent’s specific experience in each of the three operations of the Concession: minigolf, food service and group recreation.

4. A detailed description of the respondent's proposed uses and operations at the Premises including, but not limited to the following:
  - a. Sample food menu with prices;
  - b. Detailed description, prices, and sample schedule for recreational offerings;
  - c. Dates for operations, including seasonality and days/hours of operation;
  - d. Marketing plan, including target market and community outreach;
  - e. Staffing plan, including total number of full and part time employees; and
  - f. Park and community engagement, including the operation of proposed community programming.
5. A maintenance and operations plan including a component maintenance schedule for the Minigolf course; schedules for deliveries, rubbish removal and cleaning (see Section VIII below); and other essential elements.
6. A description and drawings (or photographs) illustrating the proposed improvements, if any, to the Premises including signage, furniture, upgrades and repairs to the Mini Golf and Volleyball Courts, Snack Bar 1 and Snack Bar 2 fit-outs, together with a hard and soft cost budgets for each. Include a detailed timetable describing all governmental approvals if applicable, and work necessary to complete in advance of the opening to the public.
7. A completed "**Fee Schedule**" for the Premises as provided in Appendix 5. The "**Concession Fee**" shall be 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 in 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.

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 of the following calendar year). Base Concession Fee commencement for Year 1 will be the earlier of May 1, 2020 and the date the Concession is open for business. If the Percentage Concession Fee is proposed as a percentage in excess of an annual threshold amount (of gross receipts), that annual threshold shall be stated on a calendar year basis.

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 February 1, 2020 to December 31, 2024 detailing expected start-up and fit-out costs, monthly revenue, monthly expenses, and 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 this RFP.
11. Any other information that respondent believes useful in consideration of its proposal, including experience operating community programs and involvement with sports leagues.
12. Submission of the New York State required forms attached at Appendix 7 (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 / Selection**

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

- 30%** Quality of the proposed operation, appropriateness to Park and neighborhood setting, variety and affordability of recreational and food service offerings, and likely market and community acceptance of business concept for the location.
- 25%** Respondent's ability to successfully operate and maintain the facilities and to provide high quality Park and community programming throughout the duration of the Term.
- 25%** Proposed Fee Schedule, along with ability to make all proposed payments based upon soundness of business concept and financial strength of respondent and/or co-signer/guarantor(s).
- 20%** Respondent's prior experience, reputation, organizational and business capability.

#### **V. Selection**

The Trust will review each respondent's proposal in totality and conditionally select the respondent that best satisfies the evaluation criteria and whose proposal is most advantageous to the Trust's mission and objectives. Interviews may be held with any or all of the respondents after the receipt and initial review of proposals by the Trust. When feasible, employees of the Trust may visit existing facilities operated by respondents as part of the evaluation process. The conditionally selected respondent may be asked to attend one or more meetings of Community Board 1 to describe the proposed use of the Premises and respond to questions.

#### **VI. Limited Permissible Contact**

All questions concerning the RFP shall be directed to:

Rashi Puri, AVP Real Estate & Planning  
Hudson River Park Trust  
353 West Street, Room 201  
New York, New York 10014  
Email: [Pier25MiniGolfRFP@hrpt.ny.gov](mailto:Pier25MiniGolfRFP@hrpt.ny.gov)

#### **VII. Premises**

The Premises, as depicted in Appendix 4, consists of the following interior and exterior spaces:

- a 306-sf interior food kiosk for snack bar with equipment for hot food service ("Snack Bar 1")

- a 379-sf interior food kiosk presently used for ice cream and snack service (“Snack Bar 2”)
- an 18-hole miniature golf course together with a 102-sf kiosk (“Minigolf”)
- three sand volleyball courts (“Volleyball Courts”)

#### Snack Bar 1

The Snack Bar 1’s interior kitchen area is approximately 306 square feet with a walk-up window. All equipment needed to cook, store or serve food, provide kitchen exhaust and/or ventilation, beyond what is identified as included at the Pre-Proposal Meeting/ Site Visit must be provided by the Concessionaire. The interior space has natural gas provision, and is fully wired for the electrical service activation. Racks and/or cabinets may be installed and maintained in the structure itself. The kitchen area is presently equipped with an ansel hood fire suppression system.

There is a private restroom located within the Snack Bar 1 for the Concessionaire’s staff.

A dedicated area for the Concessionaire to place outdoor tables/chairs, as shown in Appendix 4, will be provided as part of the Concession. The Concessionaire shall be responsible for providing the tables and chairs, keeping them clean and well maintained, and securing them each day.

#### Snack Bar 2

The Snack Bar 2 is 379 square feet with a walk-up window. All equipment needed to store or serve food beyond what is identified as included at the Pre-Proposal Meeting/ Site Visit must be provided by the Concessionaire. This interior space is air conditioned and fully wired for electrical service activation.

#### Minigolf

The Minigolf course is designed in the landscape-style, featuring challenging holes and natural elements. It was professionally designed and includes water features such as a large waterfall enclosed cave and pools, sand traps, roughs, landscaping, and rockscaping. The Concessionaire has the option to add additional themed improvements to the course subject to Trust approval.

The 102-sf interior Minigolf office has room for employees and equipment storage, and a sliding glass window to service customers.

Specialized lighting has been installed for nighttime play. There is an outdoor sound system. The course is fenced in to separate it from the rest of the public areas of the pier.

#### Volleyball Courts

The courts include three regulation size sand volleyball courts, each measuring 26.25 feet x 52.5 feet, the standard competition size. Permanently installed lounge chairs surround the Volleyball Courts. Tall mesh fencing keeps the courts secure and separates them from the rest of the public pier.

## VIII. Maintenance and Repair, Hours and Operations

### **Maintenance and Repair**

Concessionaire shall maintain the Premises in good repair and condition at its sole cost and expense. Note that refurbishment and/or replacement of Concession elements may be a requirement for approval of Extension Periods.

Specific maintenance and repair requirements include:

#### **Snack Bar 1 and Snack Bar 2**

Concessionaire is responsible for the purchase, installation, maintenance, and repair of all kitchen equipment. The outdoor maintenance areas shown in Appendix 4 must be cleaned daily and power washed weekly at a minimum. Tables and chairs must be cleaned and safely secured each evening.

#### **Volleyball Courts**

Concessionaire will be responsible for the maintenance and repair of the equipment associated with the courts as well as repair and replacement of any/all equipment including nets and posts and the exterior mesh fence. Such responsibilities include daily raking of the sand for debris, replacement and replenishment of the sand as needed, and winterizing the courts during the off-season months.

#### **Minigolf**

Concessionaire will be responsible for the daily, weekly, monthly, and yearly maintenance and repair associated with the various golf course electrical, plumbing, landscaping, and mechanical components as well as all other features and structures like fountains and water features within the course. Such responsibilities include care for water features, masonry, related plumbing, mechanical and electrical equipment, landscaping, lighting, carpets, sound system, power washing, and winterizing the course in the off-season months. The Trust reserves the right to require the Concessionaire to contract with a maintenance company(s) for landscaping, plumbing, electrical work, and/or upkeep of the Minigolf course and all its features.

The Trust shall maintain and repair the following elements of the Premises (“Trust Maintained Elements”):

- All buildings’ structural components (exterior walls, roof, and foundation)
- Irrigation within the Minigolf
- Trees within the Minigolf (excludes other vegetation)
- Elevated pole-mounted lights in the Volleyball Court and Minigolf
- Sewer ejector pits
- Winterization of waterlines and water features

**The Concessionaire shall be responsible for all damages, losses and/or claims arising from Concessionaire’s negligence in connection with the Trust Maintained Elements.**

### **Hours of Operations**

The Concessionaire shall operate the Concession at a minimum from May 1<sup>st</sup> to October 31<sup>st</sup>  
The minimum operating hours for the activities are as follows:

Minigolf: 10:00 am to 7:00 pm

Volleyball: 10:00 am to 11:00 pm

Food Concessions: 10:00 am to 8:00 pm

The Concessionaire may propose to operate some, all, or none of the activities from November through April; however, note that (a) water to the pier is shut off and winterized from mid-November to mid-March, and (b) public restroom hours may be reduced from December to March. Any change in daily hours of operation must be submitted to the Trust in writing, and are subject to the Trust's approval. The Park is closed daily from 1:00 AM to 6:00 AM and Concessionaire shall not be open during those hours.

### **Recreation Service Operations**

Concessionaire should offer a mix of organized leagues and walk-up play at the Volleyball Courts. Two courts may be programmed for scheduled and reserved timeslots for leagues, while one court will remain open to the public at all times for pick-up games. Fees associated with usage for leagues are subject to review and approval by the Trust, but should be consistent with other Trust fees for similar leagues. The Concessionaire shall be responsible for managing the schedules and reservations for league play. Special opportunities to teach the public volleyball are also encouraged.

The Minigolf should be open to the public for walk-up games during hours of operation unless the Trust has provided prior written approval. In addition, the Concessionaire may pre-book groups for large parties and birthday parties.

All fee schedules for Minigolf and Volleyball Courts are subject to approval by the Trust and should be included in the RFP response.

For both Minigolf and Volleyball Courts, the Concessionaire should offer specially priced discounted opportunities for summer youth camps, youth sports leagues, and senior citizens.

### **Food and Beverage Service Operations**

The Trust encourages Concessionaire to offer healthy menu items. Respondents must submit two sample menus and pricing schedules (one for Snack Bar 1 and other for Snack Bar 2) with RFP submissions in accordance with Section III(4). All food and beverage items, as well as prices, are subject to approval by the Trust (which approval shall be granted if reasonable and similar to comparable venues). A price list, approved by the Trust, must be prominently displayed at the facility at all times. Respondents should include some lower-cost food items on their menus.

### **Sale of Alcoholic Beverages and Tobacco**

No alcohol or tobacco sales are permitted for sale or consumption at the Premises.

### **Bathroom Facility**

The Concessionaire's employees will have exclusive use of a single bathroom adjacent to Snack Bar 1. Customers will have non-exclusive use of the public restrooms located in the Pier 25/North Moore Park building. The current hours of the public restrooms, subject to change at the Trust's sole discretion, are 7:30 AM to 11:15 PM daily (April – November) and 7:30 AM to 7:00 PM daily (December – March).

### **Private Events**

The Concessionaire may not close the Premises for private events without prior Trust approval. Group reservations/birthday parties at the Minigolf and private league play at the volleyball courts are allowed, as long as the public still has access to these features. The Trust and Friends of Hudson River Park ("Friends") shall have the right to use the Premises (or a portion thereof) and employ Concessionaire's services on an exclusive basis, at no cost or expense to Trust or Friends other than for reimbursement to Concessionaire for its direct and actual out-of-pocket costs in connection therewith, up to two (2) times during each calendar year during the Term, for up to four (4) hours per use, for Trust's or Friends' fundraisers, events or meetings.

### **Signage**

The Trust shall provide Concessionaire with the standard Trust signage template for Concessionaire to produce Pier 25 Recreation and Food Concession related signage, i.e. hours of operation, menu, rules and regulations, fees, etc. Concessionaire may create and design signage without using the Trust's template; however, all such signage must be approved by the Trust in writing prior to installation. Concessionaire shall not install or display any public-facing signage in, on, about or adjacent to the Premises, without the Trust's prior written consent, unless such signage is required by law. All signage and any other approved informational display shall be neat and professionally manufactured and installed. The Trust shall have the right to remove any non-approved signage.

### **Security**

The Trust contracts with NYC Parks Enforcement Patrol to provide park-wide security; however, the security of the Concessionaire's equipment and property on the Premises is the sole responsibility of the Concessionaire. It is recommended that camera security be installed on the Premises by the Concessionaire and the Trust be provided access to the footage.

All outdoor furniture and other equipment must be secured daily by the Concessionaire.

### **Parking/Service Access**

Parking and vehicular access is not available directly at the Premises. Vehicular deliveries to the Premises should be made to the Pier 26-North Moore lay-by and transported to the Premises via hand-truck or, with preapproval by the Trust, an electric utility vehicle. The Concessionaire shall propose a delivery schedule in consultation with, and approval by, the Trust. The Concessionaire may arrange separate vehicular access for construction or major repair work with the Trust by special permit.

### **Garbage and Cleaning**

The Concessionaire shall keep the Premises and immediately adjacent public esplanade areas as delineated in Appendix 4 clean at all times and must maintain a regular cleaning schedule that shall be submitted to the Trust for its approval. Refuse may not be left anywhere in the Premises or in other Park disposal areas except as set forth below.

The Trust may require that the Concessionaire install additional trash receptacles at Concessionaire's expense if the existing trash receptacles are inadequate as determined by the Trust.

Concessionaire must make arrangements with a private carting company to remove all refuse off-site on a daily basis. Concessionaire may make arrangements with the Trust to use the North Moore Building trash storage area, and utilize wheeled hoppers approved by the Trust to transport trash removal from the Premises to the trash area room for pick-up.

Concessionaire, as required under New York City law, must also have its private carter provide recycling services. For more information, please visit:

<http://www1.nyc.gov/assets/dsny/zerowaste/businesses/recycling-for-businesses.shtml>

All graffiti on the Premises must be removed by Concessionaire within 24 hours of discovery.

The Concessionaire shall present a "Green Cleaning Program" to the Trust for its approval. Concessionaire may only utilize hazardous cleaning agents on the Premises if no alternative green cleaning products are commercially available. Concessionaire must take all reasonable precautions to prevent leaks of toxic fluids from equipment, toxic leaks associated with the cleaning of equipment and toxic leaks of fluids (including contaminated water) into/onto the ground, pier, or into the Hudson River. If a toxic leak occurs on the Pier or into/onto the ground, Concessionaire shall immediately contain the leak and remediate that part of the Pier or ground impacted by the toxic leak. If a toxic fluid leaks into the Hudson River, Concessionaire shall immediately notify the New York State Department of Environmental Conservation and the Trust of such leak.

Waste products that require special handling or disposals must be removed by the Concessionaire pursuant to all legal requirements.

Concessionaire shall employ environmentally friendly practices including but not limited to: (i) prohibiting the use of polystyrene packaging or food containers and minimizing the use of disposable plastic items including not selling, serving or distributing single-use plastic water or soft drink bottles, plastic straws, and plastic cups, (ii) maximizing the use of recycled paper items, (iii) prohibiting the use of balloons, (iv) implementing, as deemed practical and commercially reasonable by Concessionaire, additional environmental friendly industry standards and practices including those commercially reasonable standards and practices which are recommended by the Trust. Concessionaire shall partner and subscribe to the Hudson River Park Trust Green Partnership Agreement and be a steward of the Park's Green Initiative, as described in more detail and in form shown in Appendix 6.

### **Noise**

Music or other noise emanating from the Premises shall not be audible outside of the Premises at levels that may disturb Park patrons, residents of neighboring buildings, other Trust tenants, permittees, or concessionaires. Please note that the Trust may restrict or prohibit amplified music in the exterior areas of the Premises.

### **Utilities**

Concessionaire shall pay all utility charges (electric, water & sewer and gas service) whether directly metered or sub-metered. The Concessionaire shall provide, as necessary, any new utility hookups in addition to currently available electric, water and sanitary sewer connections. All such proposed work must be clearly identified to the Trust in the respondent's proposal.

The Trust has installed the following services at the Pier 25 Premises:

#### **a. Electric:**

A provision has been made for the Minigolf office and Snack Bar 1 to have a separately metered source of electric power. The meter pan is located in the North Moore Park Building's Electrical Room. All other required equipment, such as switchgear, conduit, cable, outlets, etc. is installed and ready for use. At the Snack Bar 1, installed 120/208 volt three phase, 4 wire electric service consists of a 400 amp fuse switch. The Concessionaire must make arrangements with Con Edison for account activation. The electrical account shall be owned and paid for by the Concessionaire.

At the Snack Bar 2, electric service is available; the Concessionaire is responsible for the utility costs.

All work to tie into and distribute the power supply must be performed by a qualified and licensed contractor in accordance with all applicable legal requirements, including power and fixtures for food storage/preparation service, HVAC systems, water heaters, lighting, security, etc.

#### **b. Water**

A potable water supply is available within both the Snack Bar 1 and Snack Bar 2. All work to tie into and distribute the water supply within the snack bars must be done by a qualified and licensed plumbing contractor.

#### **c. Gas**

A provision has been made for the Snack Bar 1 for a separately metered gas source. The 7" W.C. gas service has been extended to the anticipated location of the cooking equipment via a 1.5" gas pipe. The Concessionaire must make arrangements with Con Edison for account activation. All tie-in work and gas distribution within the snack kiosk must be done by a qualified and licensed contractor.

There is no gas service to the Snack Bar 2.

d. HVAC

Air conditioning wall units are currently installed in the Minigolf office and the Snack Bar 2. The Concessionaire is responsible for maintaining and replacing the units, if required.

e. Sanitary

Connections to the building's sanitary system are available. All work to tie into or modify the building's sanitary system must be performed by a qualified and licensed plumbing contractor and is subject to prior Trust written authorization.

f. Data

Telephone hookup is available at the panel in the Snack Bar 1. The Concessionaire must make arrangements with a telephone provider for account activation. All work to tie into and distribute the telephone service inside the snack bars must be performed by a qualified contractor.

**IX. Fit-Out/Repairs**

Concessionaire shall undertake and pay for all work in connection with all fit-out of the Premises deemed necessary, including mechanical, electrical, and plumbing systems, upgrades, and modifications to the heating, ventilation and air conditioning systems as applicable (“**Fit-Out**”). Respondents shall include a detailed description of the Fit-Out work along with cost estimates and detailed schedule for such work that clearly outlines the completion dates. The Trust favors environmentally sensitive building materials, equipment and building practices. Respondents are advised that the Premises may experience flooding during extreme storm events, and that certain equipment should be protected and/or elevated whenever feasible.

All construction work must comply with all applicable requirements of the City and State of New York. The Trust does not encourage extensive renovation work that may require substantial alterations to the Snack Bar 1 or Snack Bar 2. All construction work plans are subject to the Trust’s written approval. Prior to opening, Concessionaire must file all necessary food service applications with and receive all necessary licenses and permits for operation from the New York City Department of Health.

Concessionaire shall accept the Premises “as-is” and will not at any time make any claim that the Premises (including, without limitation, any structures or other improvements located thereon) are not in a suitable state of repair or condition for the uses and purposes set forth in the Concession Agreement, nor will Concessionaire at any time make any claim for or by way of reduction of the Concession Fee, or otherwise, for damages arising from, out of, or otherwise in connection with the use or occupancy of the Premises. Concessionaire, at its sole cost and expense, shall perform any necessary improvement(s) and/or repair(s) to bring the Premises into compliance with all applicable legal standards and requirements.

Snack Bar 1 and Snack Bar 2

The Concessionaire shall purchase, install and maintain all kitchen equipment necessary to prepare, serve and store food and supplies required for the operation of the Pier 25 Food and Recreation Concession.

Any installations or modifications of additional grease traps, fire suppression systems/equipment and exhaust vents at the Premises must comply with all applicable laws and regulations. Concessionaire must provide appropriate cleaning and maintenance of same.

At the Trust's option, all fixtures permanently affixed to the Premises will become the Trust's property upon the expiration or sooner termination of the Concession Agreement. Should the Trust choose not to exercise this option, the Concessionaire shall remove all fixtures and restore the Premises in a condition as good as or better than at the commencement of the Term.

### Minigolf

Prior to operating, Concessionaire must make upgrades and repairs, if required, to the Minigolf including water features with their electrical controls for fountains and filtration systems.

## **X. Internal Controls / Revenue Reporting**

Throughout the Term, and for a period of at least six (6) years following the expiration or earlier termination of the Concession Agreement, Concessionaire shall maintain adequate systems of internal control and shall keep and preserve complete and accurate records, books of account and data, including daily sales and receipts records. Specifically, sales information for the Concession must be recorded electronically, with Concessionaire's revenue control system ("POS") approved by the Trust in writing.

### **Monthly Statements of Gross Receipts**

Concessionaire shall submit a monthly statement of gross receipts generated from its POS for all categories of income in a format approved in writing by the Trust by not later than the fifteenth (15th) day of the subsequent month. The Percentage Concession Fee will be payable monthly and with an annual "true up" at the time of submission of the annual statement of gross receipts (see below). Gross receipts shall exclude the amount of any State or City sales taxes that are paid by Concessionaire.

### **Annual Statement of Gross Receipts**

Within sixty (60) days of the end of each calendar year, Concessionaire must submit to the Trust a statement of annual gross receipts from all categories of income prepared by a certified public accountant on behalf of Concessionaire and certified by Concessionaire as to truthfulness, completeness and accuracy. In addition, Concessionaire must promptly provide, at the request of the Trust, tax returns or other tax filings that support the statement of annual gross receipts.

**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 respondent; 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 submitted shall become the property of the Trust.
2. Notwithstanding anything to the contrary set forth in this RFP, the Trust and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
3. 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 New York Public Officers Law, Sections 87 and 89). Proposal submission materials 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 selected 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 Recreation and Food Concession is not permitted without the Trust's prior written approval.
2. Concessionaire shall defend, indemnify and save harmless the Hudson River Park Trust, the State of New York, 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 ("Indemnities") 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, that occurs on or in proximity 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 in whole or in part, 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.
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 the 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 relying on the warranty and representation contained in this section and that the Trust would not enter into the 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 or City of New York 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 New York State 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 the 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 ARISING OUT OF OR OTHERWISE RELATED TO THIS 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 requirement provided in the following Appendix 3 for the Premises.
11. Concessionaire will not be allowed to finance improvements or access working capital by permitting any lender's security interest(s) in the Premises or the

Concession Agreement. The financing of Concessionaire's trade fixtures that are not attached to, or secured by any interest in, the Premises or the Concession Agreement will be allowed.

**Appendix 3**  
**Insurance**

- a) Upon the execution date of the Concession Agreement or as of the date indicated in a “Notice to Proceed”, the Concessionaire shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Appendix 3. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Concessionaire of any obligations, responsibilities or liabilities under this Appendix 3.
- b) All insurance required by this Appendix 3 shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the 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. 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 A.M. Best’s Insurance Report.
- e) Concessionaire shall cause all insurance to be in full force and effect as of the execution date of the Concession Agreement, or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the 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(s), and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.
3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such insurance policies; notice shall be sent, via express or certified mail to:

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

4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Ten Thousand (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.
- f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law Section 240 or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
  - g) Upon the renewal date of any insurance policies, the Concessionaire shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.
  - h) Concessionaire shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.
  - i) 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 insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of

another assumed in a contract), extended bodily injury coverage, and damage to rented premises. Such insurance may not include an Athletic Participant exclusion or an underwater activities exclusion. If such insurance includes an aggregate limit, it shall apply separately on a per project or per location basis. If the Concessionaire's work includes construction activities of any kind, then the Concessionaire must include a completed Acord 855 NY form when providing evidence of insurance.

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

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

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 issues by the NY State Workers Compensation Board:

[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

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

(4) **Commercial Property Insurance** on the premises and Capital Installations protecting the **Concessionaire** and the Trust against loss of, or damage to, the premises and Capital Installations by fire and other risks of physical loss, or damage now or hereafter embraced by ISO "Special Form" or its equivalent, which shall be in the amount of the full replacement value of the damages to the premises and Capital Installations (without depreciation or obsolescence clause). Such insurance shall designate the Trust as a loss payee and Concessionaire as named insured.

(5) During the performance of any construction work, restoration or alteration, "**All Risk**" **Builder's Risk Insurance** written on a completed value (non-reporting) basis in an amount sufficient to prevent Concessionaire and the Trust from becoming coinsurers under provisions of applicable policies of insurance covering the perils insured under the ISO special causes of loss form extended coverage, including fire, vandalism, malicious mischief, collapse, water damage, and transit and theft of building materials, with deductible reasonably approved by the Trust, as

well as during transit and at any off-site storage location intended for use with respect to the Premises, naming the Trust and Concessionaire as their respective interests may appear. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation.

(6) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the Concessionaire shall maintain in full force and effect throughout the term hereof, **Pollution Liability Insurance** with limits of not less than **Three Million Dollars (\$3,000,000)**, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Trust arising from Concessionaire's work.

- a. If coverage is written on a claims-made policy, the Concessionaire warrants that any applicable retroactive date precedes the effective date of the Concession Agreement; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two (2) years from the time work under the Concession Agreement is completed.
- b. If the Concession Agreement includes disposal of materials from the job site, the Concessionaire must furnish the Trust with evidence of Pollution Legal Liability insurance, in an amount satisfactory to the Trust that is maintained by the disposal site operator for losses arising from the disposal site accepting waste under the Concession Agreement.

(7) If **Concessionaire** is providing or subcontracting professional services, Concessionaire shall certify that that the Concessionaire and/or its consultant(s) and subconsultant(s) maintain **Errors and Omissions Liability Insurance** with coverage of not less than **One Million Dollars (\$1,000,000)** per claim and as an aggregate annual limit. Policy limits must be adequate to cover both the cost of defense and damages arising out of any resulting judgments and court costs.

- a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by the Concession Agreement.
- b. If coverage is written on a claims-made policy, Concessionaire warrants that any applicable retroactive date precedes the effective date of the Concession Agreement; and that continuous coverage will be maintained, or an extended period exercised for not less than three (3) years and shall cover third party claims resulting from invasion of privacy, theft of data, data corruption and restoration.

The Trust and the 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 that 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**  
**Premises And Maintenance Areas**





# Exhibit B Maintenance Areas

MATCHLINE

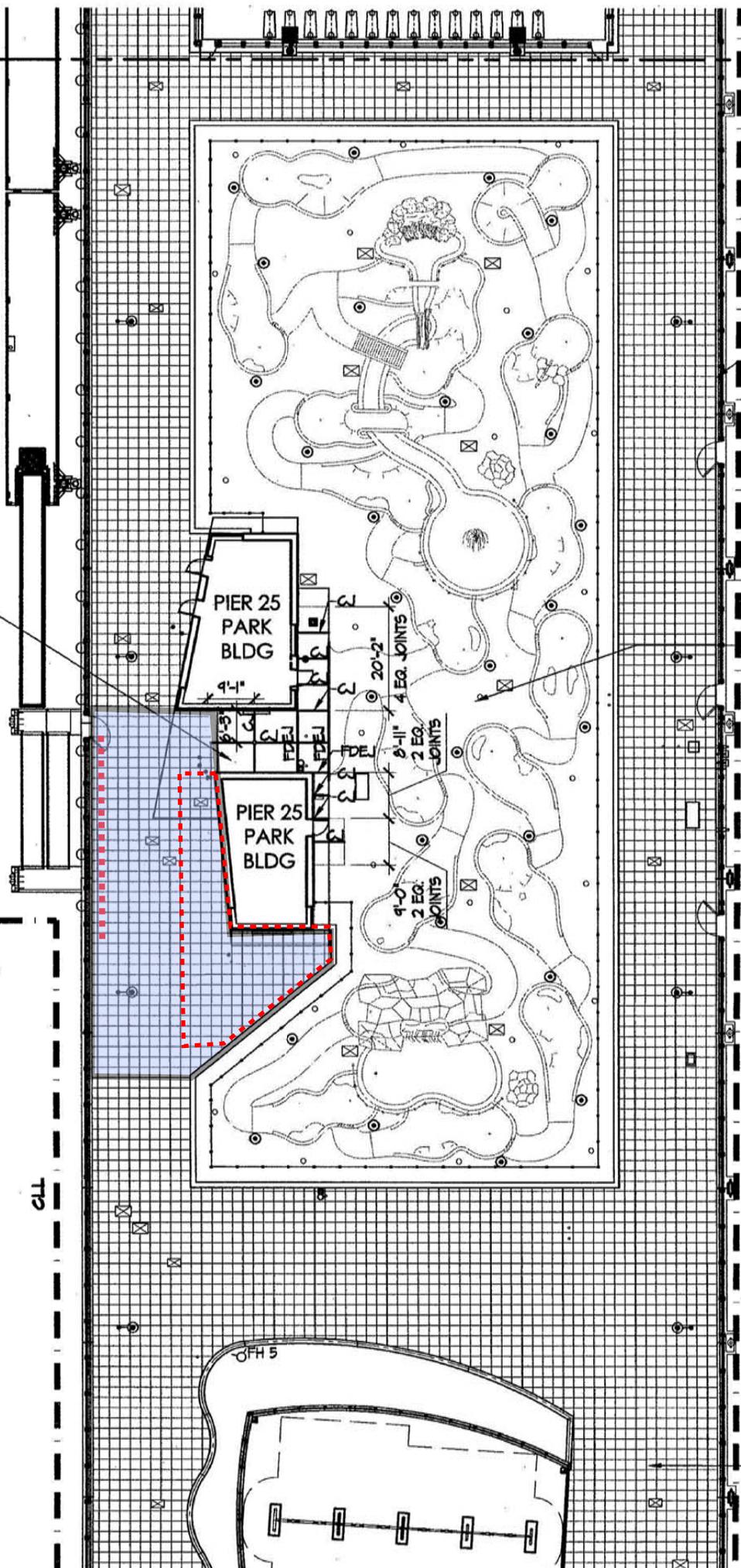
CONCRETE PAVEMENT  
ON PIER 7  
L9201

Snack Bar 1  
Maintenance  
Area

Snack Bar 1  
Seating Area

9  
L9201 UNIT  
PAVEMENT AT  
PIER EDGE

SEE L9601 FOR MINI  
GOLF MATERIALS  
PLAN



WATER  
TAXI  
LANDING  
(NIC)

1  
L9201 UNIT PAVEMENT  
ON PIER

Hudson River

Maintenance and  
Operations (pg. 2 of 2)

Snack Bar 2  
Maintenance Area

NORTH MOORE STREET  
BUILDING

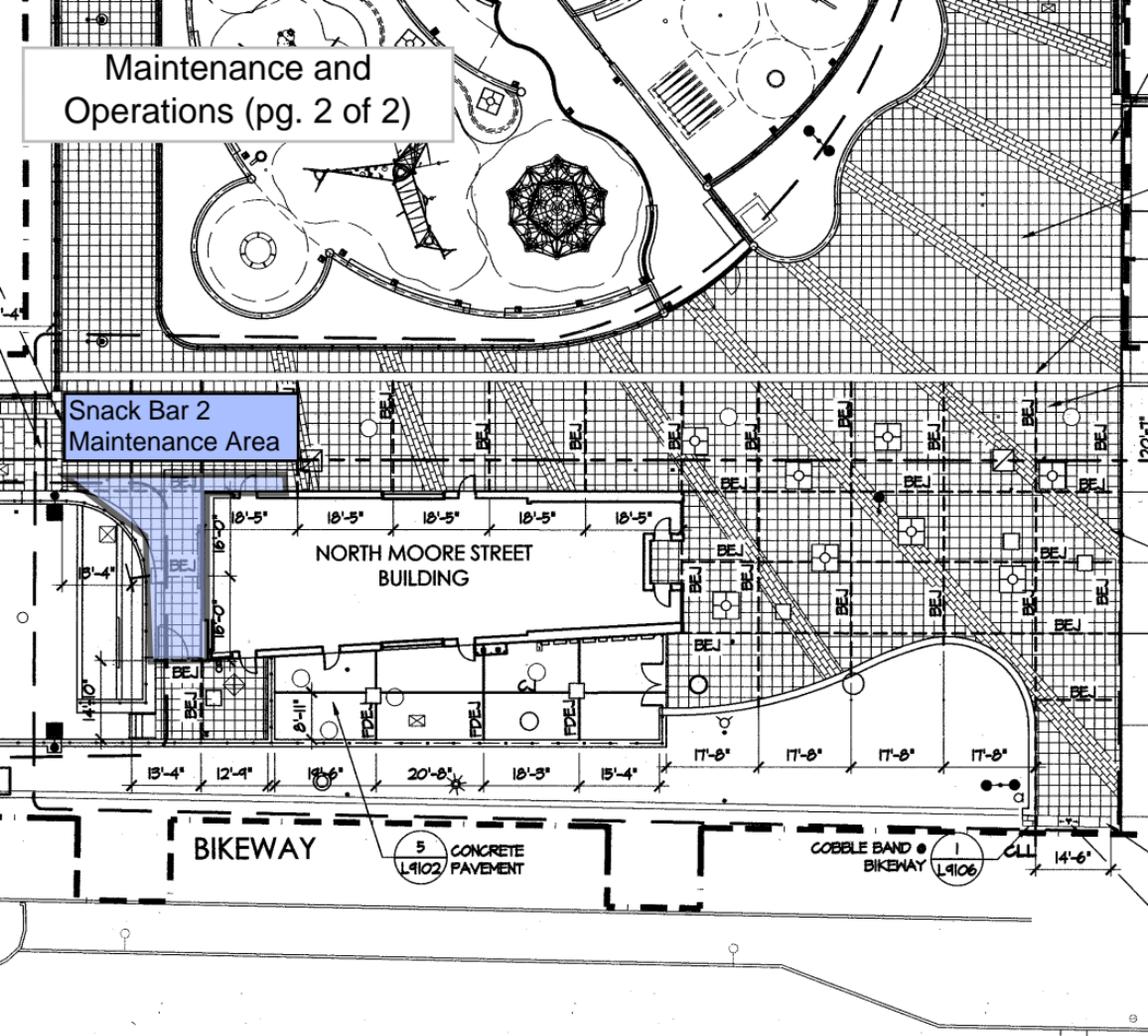
BIKEWAY

5  
CONCRETE  
PAVEMENT  
L9102

COBBLE BAND  
BIKEWAY  
L9106

1  
CUL  
L9106

14'-6"



**Exhibit C: Premises Photos**



*Above, view towards the Minigolf looking west and below, in the Minigolf looking southeast*





*Above, Snack Bar 1 window with Minigolf behind and below, the Snack Bar 1 kitchen*



**Appendix 5**  
**Fee Schedule**

Base Fee	<u>Initial Term</u>					<u>Extension Period(s)</u>			
Month	<u>Concession</u> <u>Year 1</u>	<u>Concession</u> <u>Year 2</u>	<u>Concession</u> <u>Year 3</u>	<u>Concession</u> <u>Year 4</u>	<u>Concession</u> <u>Year 5</u>	<u>Concession</u> <u>Year 6</u>	<u>Concession</u> <u>Year 7</u>	<u>Concession</u> <u>Year 8</u>	<u>Concession</u> <u>Year 9</u>
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
<b>Total</b>									
<b>Percentage Fee</b>									
<b>Applicable Percentage</b>									
<b>Applicable Threshold</b>									

**Appendix 6**  
**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, 2<sup>nd</sup> 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 30<sup>th</sup> 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 7**

**NEW YORK STATE REQUIRED FORMS**

**DISCLOSURE OF PRIOR NON-REPOINBILITY**

**NON-COLLUSION CERTIFICATION**

**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