



REQUEST FOR PROPOSALS

Hudson River Park Trust



**Request for Proposals
For
Concession for the Pier 45 Seasonal Outdoor Café in Hudson River Park**

RFP Release Date: November 15, 2019

Submission Deadline: January 7, 2020 at 3:00 PM

RFP# L5114

SUMMARY:

Premises: Pier 45 Seasonal Outdoor Café kiosk building together with associated outdoor seating areas; located between 10th Street and Christopher Street in the West Village section of Hudson River Park, as depicted in Appendix 4 and as is more particularly described in Section VII. In addition: (1) separate recreational licensed area to the south of southern outdoor seating area; (2) at option of Concessionaire, separate storage licensed area at Pier 40; and (3) at option of Concessionaire, separate mobile food concessions at Piers 40, 45, and 51.

Premises is offered in “as-is” condition

Permitted Uses: Seasonal café with outdoor seating, licensed recreational area, storage and up to three mobile food concessions

Term: Up to five (5) years

Extension Period(s): Up to two (2) two-year renewals

Concession Fee: Fixed monthly fee with annual escalations plus a percentage of gross receipts

Security Deposit: Equal to not less than two (2) months’ fixed monthly fee (amount dependent on financial strength of Concessionaire)

Submission Deadline: **January 7, 2020 at 3:00 PM**

Pre-Proposal/ Site Visit: December 5, 2019 at 11:30 AM



View of Pier 45 from the Park esplanade looking southwest

BACKGROUND:

HUDSON RIVER PARK TRUST

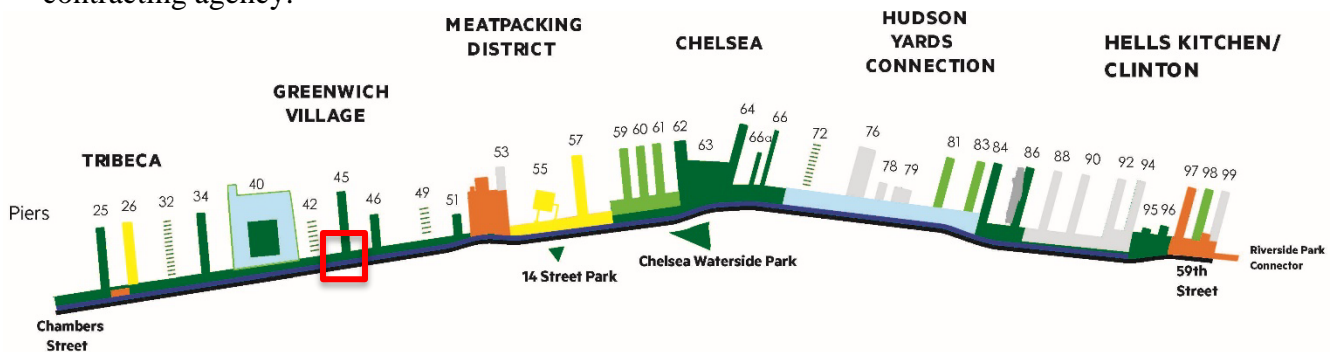
In 1998, the New York Legislature passed the Hudson River Park Act (as amended, the “Act”), a major milestone in the more than 20-year effort to reshape the Hudson River waterfront and reconnect Manhattan neighborhoods to the river. The Act created the Hudson River Park Trust (the “Trust”), a joint City/State 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.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this request for proposals (“RFP”) is to solicit experienced food and beverage operators who can establish and operate a high-quality food concession to provide an amenity to Park patrons and neighborhood residents, and to generate revenue for the Trust. 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 Pier 45
Outdoor Cafe*



I. The Opportunity

A. General

By this RFP, the Trust seeks proposals from experienced operators for an outdoor seasonal café concession at Pier 45 (“**Pier 45 Outdoor Cafe**”) located between 10th Street and Christopher Street along the Park’s esplanade. The selected respondent (“**Concessionaire**”) will manage and assume responsibility for the operation of the “**Premises**” detailed in Section VII herein 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**”). Up to three “**Mobile Food Concessions**” (as defined in Section VII) are permitted as part of the operation of the Pier 45 Outdoor Café, as is an adjacent licensed recreational area designated as an additional amenity for customers and the general public, and a licensed storage area in the Pier 40 garage. No food trucks will be considered.

The commencement date under the Concession Agreement should be on or about May 1, 2020 and the term may continue for up to a five (5) years (“**Initial Term**”), with two (2) additional two (2) 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 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, use and occupancy and governmental approvals required for the preparation, operation and maintenance of the Pier 45 Outdoor Café, the licensed recreational area, the licensed storage area and Mobile Food Concessions. The Premises and each licensed area is offered in “as-is” condition.

B. Surrounding Context

The Premises is located in the Greenwich Village section of the Park. The Greenwich Village section of the Park features a pedestrian esplanade, public piers, gardens, lawns, a fountain at Christopher Street, and a popular children’s playground. On adjacent Pier 45 and nearby Pier 46, the Trust seasonally hosts a weekly family-friendly movie night in addition to live music, dance, and fitness classes on various nights throughout the summer. This past summer, average attendance for the events was:

- Friday Family movies (7 nights in July and August): 1,200 attendees per night
- Dance events (12 nights in June, July, and August): 3,000 attendees per night
- Fitness classes (12 evenings in June, July, and August): 100 participants per evening
- Live music events (12 nights in June, July, and August): 1,500 attendees per night

There is a floating dock at Pier 45, which has served as a water taxi pick-up and drop-off facility in the past. It is currently not in operation and there is no fixed date when it will be operational again.

Pier 40, located directly to the south of the Premises, features heavily used active athletic and recreational facilities, a large public parking garage, the operational headquarters of the Trust, and a charter/dinner cruise operation.

Across West Street are several new residential and commercial development projects including, to the south, a new 1.2 million square foot office building currently under construction and scheduled to be occupied by Google in 2022.

The No. 1 Subway is located several blocks to the east. Nearby Christopher Street is the gateway to the vibrant West Village residential community.

View of the Park esplanade looking north towards Pier 45



II. Specific Terms, Deadlines and Requirements

1. **Submission Deadline: January 7, 2020 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, Assistant Vice President of Real Estate and Planning.
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 five year pro forma referenced in Section III (8) below is required to be emailed to Pier45RFP@hrpt.ny.gov.
4. Hard copies of proposals should be submitted in one or more sealed envelopes labeled: "Proposal for Pier 45 Seasonal Outdoor Cafe Concession, RFP# 5114".
5. Optional Pre-Proposal Meeting/ Site Inspection: **December 5, 2019 at 11:30 AM** at Pier 45, between 10th Street and Christopher Street on the Hudson River Park esplanade (an RSVP email sent to Pier45RFP@hrpt.ny.gov is required if you will attend).

6. Last date to submit questions regarding the RFP: **December 11, 2019 at 5:00 PM** to Pier45RFP@hrpt.ny.gov.
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 at: <http://www.hudsonriverpark.org/about-us/bids-business-opportunities> on **December 18, 2019**. Respondents are solely responsible for monitoring the Trust's website for such postings.

Any respondent with a physical disability who cannot deliver its application to the Trust's office at Pier 40 by hand, express or overnight mail should contact Nicole Steele at (212) 627-2020 or at Pier45RFP@hrpt.ny.gov at least 48 hours prior to the submission deadline for special 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 real property presently or formerly occupied by respondent, and a detailed description of how the utilization of the Premises complements the respondent's existing business model.
3. A detailed description of the respondent's specific proposed use(s) and operations the Premises including, but not limited to the following:
 - a. Nature of the business
 - b. Number of seats, including seating plan for each of the northern and southern seating areas
 - c. Sample menu inclusive of alcohol (if proposed) with prices
 - d. Dates for seasonal operations and days/hours of operation
 - e. Marketing plan, including target market
 - f. Staffing plan, including total number of employees
 - g. Description of Mobile Food Concession operations
 - h. Description of storage use of licensed storage area (if proposed, at option of respondent)
 - i. Description of number of mobile food concessions (if proposed, at option of respondent)
 - j. Explanation of portion of anticipated revenue derived from alcohol (if proposed)
 - k. Description of recreational games and furniture for the **"Recreational Area"** (as defined in Section VII)

4. A detailed operational plan for the facility, including but not limited to delivery plan and schedule for supplies, rubbish removal plan and cleaning schedule, customer access point(s), take-out window (if applicable), and other essential elements.
5. A description and drawings (or photographs) illustrating the proposed improvements to the kiosk building and surrounding area including furniture, signage, and kitchen layout. A detailed timetable describing all design and capital work necessary to complete in advance of opening to the public.
6. The proposed dates upon which (a) respondent will require access to the Premises to perform and install improvements, and (b) commence operations.
7. A completed Fee Schedule for the Premises and Mobile Food Concessions as provided in Appendix 5. The “**Concession Fee**” is comprised of:
 - (a) A guaranteed base concession fee (“**Minimum Concession Fee**”) for each month of the Initial Term and Extension Periods, including annual escalations of not less than three percent (3%) per year (compounded annually) of the Minimum Concession Fee over the term of the Concession Agreement; and
 - (b) A percentage of annual gross receipts (the “**Percentage Concession Fee**”) (excluding sales and use taxes) that may be expressed as in excess of a stated threshold amount or on 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) ancillary business income.

Respondents may submit an alternative Fee Schedule that includes an off-season guaranteed monthly base Concession Fee for months during which no revenue-generating activity is expected to occur. Such alternative Fee Schedules should detail each component of the Concession Fee described above and provide (1) an off-season guaranteed monthly Minimum Concession Fee payable during each month of the term during which no revenue-generating activity is expected to occur and (2) a monthly Minimum Concession Fee for each month of the term during which revenue-generating activity is expected to occur.

8. A 5-year pro forma detailing expected start-up costs, improvement costs, monthly revenue, monthly expenses, and Minimum Concession Fees and Percentage Concession Fees payable to the Trust. This pro forma should be submitted in both a hard copy and electronic version in Excel format.
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 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. 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 a 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 (3) 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.
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

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

- | | |
|------------|--|
| 30% | Quality of the proposed operation, including menu, and appropriateness to the Park and neighborhood setting and likely market acceptance of business concept for the location. |
| 25% | Proposed Fee Schedule, including ability to make all payments based upon soundness of business concept and financial strength of proposed Concessionaire and/or co-signor/Guarantor. |
| 25% | Proposed Fit-Out/capital improvements (i.e., design, improvements, total investment, etc.), together with respondent’s ability to undertake and complete the work in a timely fashion. |
| 20% | Respondent’s prior experience, reputation, organizational and financial capability. |

V. Selection

The Trust will review each respondent's proposal in totality and 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 by the Trust of proposals. When feasible, employees of the Trust may visit existing facilities operated by respondents as part of the evaluation process. The selected respondent will be asked to attend one or more Community Board 2 meetings to describe the proposed use and respond to questions.

VI. Limited Permissible Contact

All questions concerning the RFP shall be directed 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: Pier45RFP@hrpt.ny.gov

VII. Premises

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

- The Pier 45 concession building measuring approximately 310 square feet (“**Building**”).
- Two outdoor areas for customer seating (collectively, the “**Seating Area**”), consisting of a northern seating area measuring approximately 1,350 square feet and a southern seating area measuring approximately 525 square feet.
- A stone dust area for public recreational use measuring approximately 1,400 square feet to the south of the southern Seating Area (the “**Recreational Area**”) that will be included pursuant to a separate license agreement.

Additionally, the below areas are available for use by the Concessionaire, at its option, through separate license agreements with the Trust.

- An area within Pier 40 measuring approximately 1,300 square feet (“**Pier 40 Storage**”) for the storage of items approved by the Trust
- Locations for up to three Mobile Food Concessions (as defined below) approved by the Trust.

Building:

The Pier 45 kiosk Building has the kitchen area with existing equipment available including interior lighting, two walk-in refrigerators, a kitchen exhaust fan with a fire suppression system,

three sink unit, a 30-gallon hot water tank, and a grease trap. There is an additional enclosed structure with an artisanal pizza oven and a twenty-seven feet by seven feet L-shape outdoor bar counter to the north of the Building. At its option, Concessionaire may elect to replace or use, in whole or in part, any of the existing equipment. The Trust makes no warranties or representations as to the quality, workmanship, or condition of the equipment.

The Concessionaire will be responsible for the purchase, installation and maintenance of other kitchen equipment needed to cook, serve and store all food and supplies required to operate the café.



View of the Pier 45 Building and outdoor Seating Areas looking south

Seating Area:

The outdoor seating areas to the north and south may be enclosed using banner branded barricades or something of similar likeness to distinguish the private customer seating area from public areas of the Park. The private outdoor seating areas must be enclosed if the Concessionaire will serve alcohol. The branded banners may not contain advertising except for the name and/or logo of the Concessionaire and/or Hudson River Park. The design and placement of all barricades must be approved by the Trust prior to any installation. The Concessionaire has the option to keep the current planters as the demarcation between the public area and private seating.

If available, the Concessionaire may use the existing tables and chairs at the Premises. All furniture, whether existing or newly acquired, and other café accessory equipment must be secured daily by the Concessionaire.

Recreational Area:

The Recreational Area is located south of the southern Seating Area (see [Appendix 4](#)) and is available to the Concessionaire pursuant to a separate license agreement issued by the Trust to Concessionaire solely for operating recreational games and placement of limited seating. The Concessionaire shall have non-exclusive use of this area and it may be used by all park patrons irrespective of whether or not they are a customer of the Concessionaire. This area can be removed from use by the Concessionaire at any time at the sole discretion of the Trust.

Concessionaire will be responsible for the maintenance and replacement of all furniture, equipment and supplies located within the Recreational Area. All furniture, equipment and supplies utilized on the Recreational Area requires prior Trust approval and must be in accordance with Trust rules, regulations and policies. No food or beverages are permitted and speakers and music of any kind are prohibited within this area.

Maintenance of the Recreational Area includes raking as needed but not less than once daily and daily trash removal. Concessionaire must keep the Recreational Area in clean and orderly condition, free from rubbish, obstructions and encumbrances and it shall provide for daily and prompt removal of garbage, rubbish, and litter. Concessionaire shall keep all signs, structures and equipment that it owns or which are part of the Recreational Area free of graffiti. Concessionaire is responsible for securing all equipment, furniture and supplies on the Recreational Area at all times. Concessionaire must have and maintain one Trust approved garbage receptacles in the Recreational Area at all times of operation. Rubbish must not accumulate and the trash receptacle shall be emptied daily.

Pier 40 Storage:

The Pier 40 Storage is located at the northeast corner of the Pier 40 building on the ground floor (see [Appendix 4](#)) and is available to the Concessionaire pursuant to a separate license agreement issued by the Trust to Concessionaire for the storage of items such as dry goods, an electric utility vehicle, and/or Mobile Food Concessions. The Pier 40 Storage is accessed through the garage door located near the northeast corner of the Pier 40 building on the north side. Electrical connection is available in the Pier 40 Storage.

Mobile Food Concessions:

Concessionaire may operate up to three (3) pushcarts and/or processing carts (herein collectively referred to as “**Mobile Food Concession(s)**”)—one on Pier 45 and/or Pier 46, second on the esplanade adjacent to Pier 51, and third in front of Pier 40 in accordance with the following guidelines:

- **Pushcarts**

Pushcarts are manually propelled carts or barrows that are only utilized for the sale of pre-packaged foods or foods which required limited preparation.

Pushcarts cannot be more than 6.5 feet long and 3.5 feet wide including all handles, extensions, and protuberances. If the unit is designed so that the operator stands within the unit, the width of the unit, including its wheels, axles, and other appurtenances may not exceed 4.5 feet.

- **Processing Carts**

Processing carts (limited to maximum of 10' in length) are utilized for the sale of foods that require cooking or any other treatment such as slicing, mixing, packaging, or any other preparation that exposes the food to possible contamination.

No food trucks will be considered.

Suggested locations for the Mobile Food Concessions are shown in Appendix 4. Alternate locations may be proposed by respondents; Concessionaire may change the locations of Mobile Food Concessions during the Term with the approval of the Trust.

The Trust will consider arrangements whereby Mobile Food Concessions are operated by third party sublicensees of Concessionaire under agreements approved by the Trust. The design and operation of all Mobile Food Concessions shall be subject to the review and approval of the Trust.

Each Mobile Food Concession must be securely stored at the Premises or taken off-site at the end of each day unless the Concessionaire elects to store the carts in the Pier 40 Storage area. The Pier 40 Storage must be used exclusively to store pushcarts/processing carts or other dry items and shall not be used as a commissary.

The operation of the Mobile Food Concessions must be in accordance with all laws and governmental regulations including, but not limited to, New York City Department of Health ("NYCDOH").

Only the Pier 51 Mobile Food Concession location has access to electricity. None of the other locations have available access to electricity, gas or water.

VIII. Operations and Maintenance

Operations

The Concession is located in a public park in an area popular with local residents, and therefore should complement and be compatible with a park-setting. The Concession is expected to be operated as an all-ages café, not a bar. Patrons are expected to consume food and beverage seated, not standing.

Hours of Operations

The Concessionaire may operate the Concession from May to October during the hours of 8:00 AM to midnight daily and November to April from 8:00 AM to 7:00 PM. Operating hours may be reduced during November to April, subject to prior approval of the Trust, but the Pier 45

Outdoor Cafe must remain open daily. 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.

Bathroom Facility:

The Concessionaire's employees and customers will have non-exclusive use of the public restrooms located south of the Premises in the Pier 45 South Comfort Station building. The current hours of the public restrooms, subject to change at the Trust's sole discretion, are 7:30 AM to 12:15 AM daily (April – November) and 7:30 AM to 7:00 PM daily (December – March). The Trust will work with Concessionaire to keep the bathroom facility open during hours of operation of the Concession.

Food and Beverage Service

The Trust will look favorably upon respondents who are able to offer day-long service. The Trust also encourages the use of fresh ingredients, seasonal fare, and menu items that reflect the Park location and preferences of Park patrons.

Respondents should submit a sample menu and pricing schedule with their proposal submission in accordance with Section III(3). The food and service provided must be of the highest quality. Respondents should include some lower-cost food items on their menus.

The Trust envisions a facility that will serve both on-Premises patrons and take-away customers.

All food and beverage items, as well as prices, are subject to approval by the Trust. A price list, approved by the Trust, must be prominently displayed at the facility at all times.

The Concessionaire may not sell non-food or beverage items unless specifically approved by the Trust.

The kiosk Building may operate simultaneously from two sides (north and south) and may offer different food and beverage service, and/or take-out service, from each.

Sale of Alcoholic Beverages

Concessionaire may, in its sole discretion and with the prior written approval of the Trust, sell beer and wine at the Premises (no take-away will be permitted) provided that: (1) such sales are ancillary to customer food sales; (2) the consumption of beer and wine, by customers is strictly limited to the private outdoor seating area, and signage to such affect is prominently displayed; (3) the Trust has reviewed Concessionaire's sales plan for beer and wine and determined in the Trust's sole discretion, that the plan is acceptable to the Trust; (4) Concessionaire has secured all public approvals, including but not limited to a liquor license application approval from Manhattan Community Board 2 and the issuance of a State Liquor Authority license for the sale of beer and wine and submitted evidence of same to the Trust, and (5) Concessionaire has provided the Trust with evidence of liquor liability insurance coverage in accordance with the requirements of Appendix 3.

Acknowledgment of Hudson River Park

Concessionaire shall acknowledge location of the café concession in written materials and on social media and other media as being within Hudson River Park.

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.

Service Access

Parking is not available at the Premises. Deliveries to the Premises by vehicle will be limited to (a) the layby area of West Street and Christopher Street on the east side of the Route 9A bikeway and (b) to the Pier 40 turnaround for delivery to the Pier 40 Storage if optioned by Concessionaire. 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.

Garbage and Cleaning

The Concessionaire shall keep the Premises and adjacent public esplanade areas clean at all times during the operating season 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.

Concessionaire must make arrangements with a private carting company to remove all refuse off-site. Concessionaire may, with the prior written approval of the Trust and the Trust's existing Pier 40 permittee, Hornblower New York ("Hornblower"), share a self-enclosed trash compactor that is serviced by a private carter at Pier 40. Under such arrangement, Concessionaire will have a direct agreement with the private carter and share the costs and expenses of the compactor service with Hornblower (i.e., compactor rental fees, deodorizer, pull and ton charges, etc.). Concessionaire may utilize wheeled trash hoppers or electric utility vehicles approved by the Trust to transport trash from the Premises to the trash compactor.

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/downloads/pdf/promotional-materials/commercial-recycling-booklet-00403-f.pdf>

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

The Concessionaire shall present a "Green Cleaning Program" to the Trust for its approval. Concessionaire may only utilize toxic 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 Trust of such leak.

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

The Concessionaire shall place mats or other protective surfaces under each Mobile Concession Unit to protect paved surface from staining, and shall comply with waste management plans then in effect for the Park.

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 Premises at its sole discretion.

Pier 45 Building Utilities

Electric

The Building is serviced with a 225 amp, 208 volt 3 phase main panel with a 175 amp fused disconnect. Concessionaire will contact the electric company to set up service and will be responsible for paying for electrical service.

Water/Sanitary

Potable water is available. Water is connected, and is fed through one of the Trust's ground hydrants. The Concessionaire is responsible to pay the Trust for all water usage.

Sanitary

Connection to waste lines is available.

Gas

Gas is not available.

Data

Telephone and data service may be installed. Concessionaire will contact the data company to set up service, and will be responsible for paying for data service.

The Concessionaire will be responsible, as necessary, for providing any new utility hookups to the currently available electric, water and sanitary sewer. All such proposed work must be installed following local building codes and performed by licensed contractors. Any proposed work must be clearly identified to the Trust in the RFP response

Concessionaire may install heating, ventilation and air conditioning systems as allowed by applicable laws and regulations at the Building. Any equipment installations and/or alterations to

the Premises resulting from the proposed HVAC systems installations must be approved by the Trust and work must be performed by licensed contractors. Such work may only be performed after all appropriate permits and approvals have been obtained.

Maintenance and Repair

Concessionaire is responsible for the cost of maintaining the Premises and Recreational Area in good condition and repair all mechanical, electrical, and plumbing systems and/or improvements as needed, except as noted below. The Trust shall only be responsible for maintaining the Building (walls, roof, and foundation).

Hudson River Park Green Initiative

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 6.

IX. Internal Controls

Throughout the Term and any Extension Period(s) 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.

Concessionaire's revenue control system ("POS") must be approved by the Trust in writing, such approval to be not unreasonably delayed, withheld or denied. Concessionaire shall provide the Trust with a link and log-in credentials to access the POS remotely via the Internet so that the Trust may access daily and/or weekly reports on gross sales. Such information shall, at the request of the Concessionaire, be treated as confidential business information. Further, Concessionaire must also establish a dedicated bank account for all revenue deposits made in connection with the Concession Agreement.

Monthly Statements of Gross Receipts

Concessionaire will be required to submit a monthly statement of gross receipts from 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. Minimum Concession Fee and Percentage Concession Fee will be payable monthly 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 thirty (30) days of the end of each operating year, Concessionaire must submit to the Trust an accountant's statement of annual gross receipts from all categories of income certified

by Concessionaire. In addition, Concessionaire must provide, at the request of the Trust, tax returns or other tax filings that support the statement of annual gross receipts.

Concessionaire will be required to pay all taxes applicable to the operation of the Premises.

Contributions to the Park

Concessionaire shall include on each customer's bill/check, a line that allows the customer to make a voluntary contribution to Hudson River Park Trust. Concessionaire shall collect such voluntary contributions and remit all such amounts to the Trust on a monthly basis. All voluntary contributions shall be excluded from gross receipts.

X. General Terms Applicable to the Premises

Fit-Out/Construction

The Concessionaire is responsible for all construction required in connection with the fit-out and MEP (mechanical, electrical, and plumbing systems) upgrades of the Premises ("**Fit-Out**"). Respondents shall include a detailed description of the Fit-Out along cost estimates for such work and detailed schedule of the proposed improvements which clearly outlines the improvements and the anticipated commencement and completion dates of such improvements. The Trust favors capital improvements that feature environmentally sensitive building materials, equipment and building practices.

All construction work shall comply with any and all requirements of the City and State of New York. All construction work performed by the Concessionaire shall be subject to the Trust's prior written approval. Staging and timing for Fit-Out (if any) will be coordinated between the Concessionaire and the Trust. The Concessionaire shall reimburse the Trust for the reasonable costs and expenses incurred by the Trust related to the review of the Concessionaire's construction plans.

Prior to opening, Concessionaire must file all necessary food service applications with and receive all necessary licenses and permits for operation from the NYCDOH.

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.

Any installations of additional grease traps, fire suppression systems/equipment and exhaust vents at the Premises must comply with all applicable laws and regulations, must be performed by licensed contractors, and Concessionaire must provide for appropriate cleaning and maintenance. Any such proposed work must be approved by the Trust.

Supplemental partitions and finishes, including installation and alterations of flooring, wall and ceiling treatments at the Premises must be approved by the Trust; work must be performed by qualified licensed contractors and meet all of the necessary code requirements.

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, it will be the responsibility of the Concessionaire to remove all fixtures and restore the Premises in a condition as good as or better than at the commencement of the Term.

Security Deposit

Upon execution of the Concession Agreement, the Concessionaire shall deposit with the Trust a certified check for the security deposit equal to not less than two (2) months installment of the Minimum Concession Fee.

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 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 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 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 45 Outdoor Cafe is not permitted without the Trust's prior written approval. Concessionaire shall not place any vending machines in or sell any products at the Pier 45 Outdoor Cafe without the prior written permission of the Trust.
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, 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.
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 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) 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 race, creed, color, sex, national origin, age, disability or marital status.
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 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.

Appendix 3
Insurance

- a) Upon the execution date of the Concessionaire 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 (Scaffold Law) or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
- g) Upon the renewal date of any insurance policies, the 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 **Three Million Dollars (\$3,000,000)** per occurrence. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises. If such insurance includes an aggregate limit, it shall apply separately on a per project or per location basis. If the 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** 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

- 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) **Liquor Liability Insurance** with a limit of not less than **Two Million Dollars (\$2,000,000)** per common cause is required if the Concessionaire is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. This coverage must be carried by any subcontractor of the Concessionaire that is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.
- (5) **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.

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

Exhibit A: Pier 45 Building, Seating Area and Recreational Area

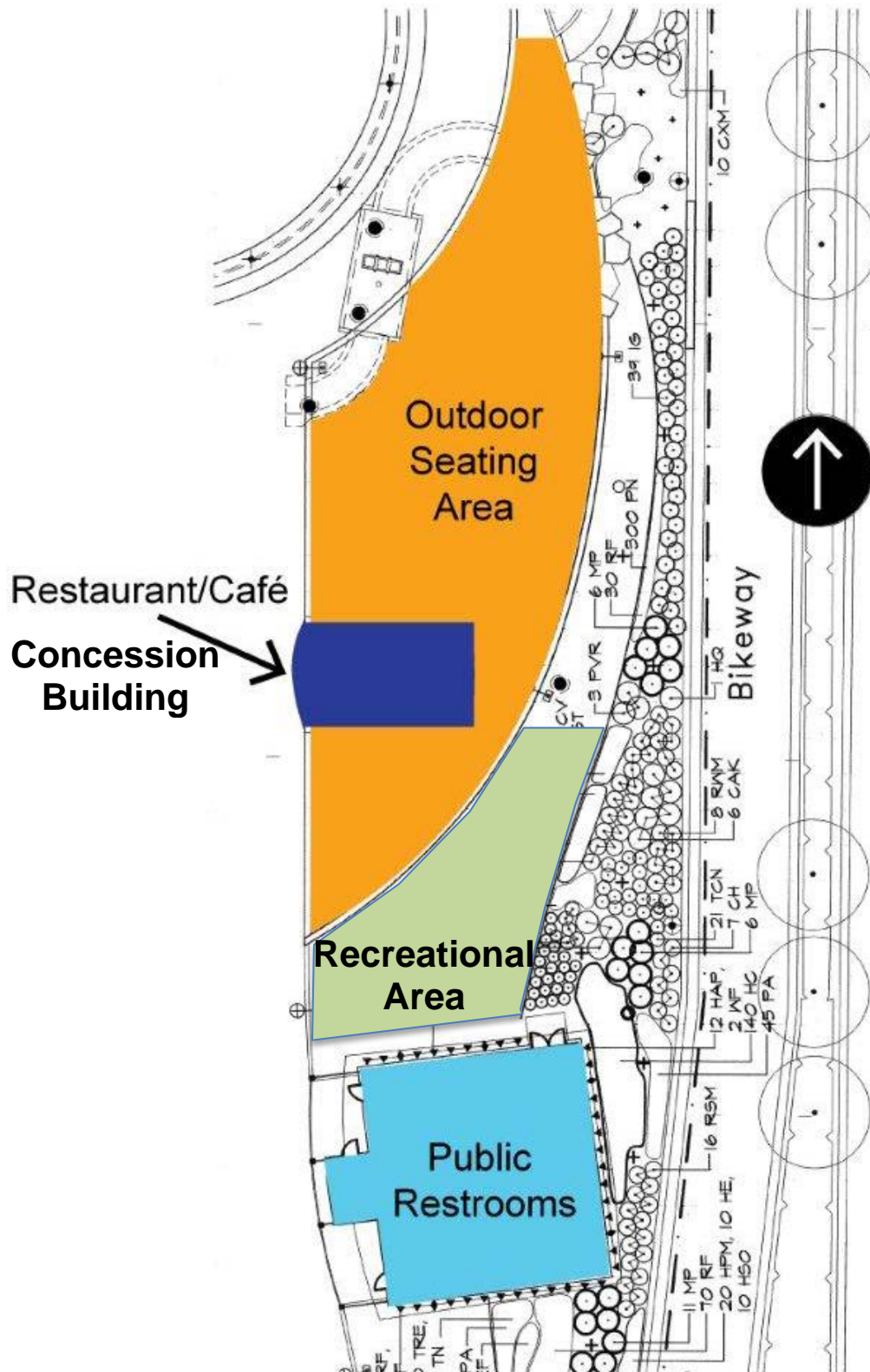
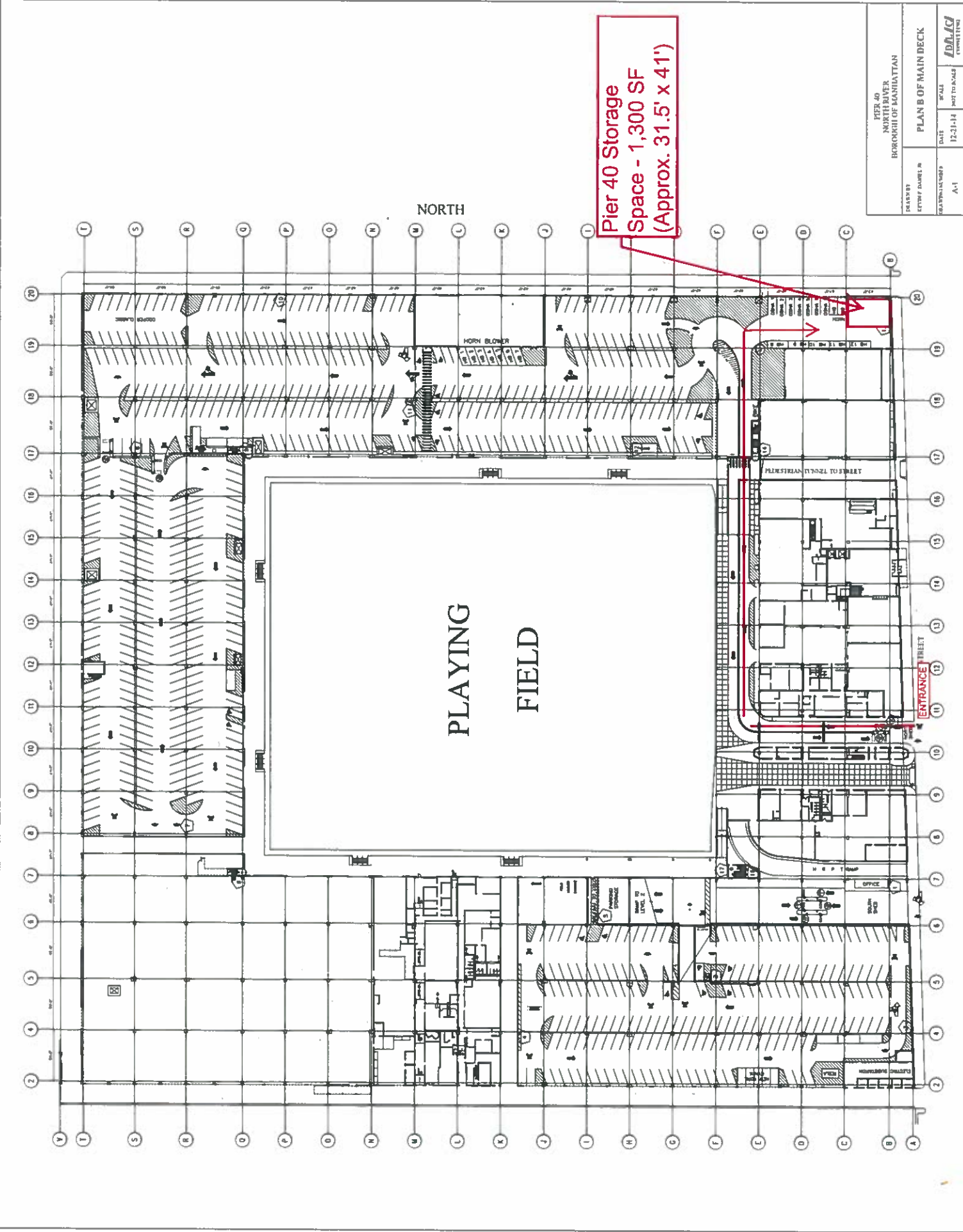


Exhibit B: Pier 40 Storage



Pier 40 Storage
Space - 1,300 SF
(Approx. 31.5' x 41')

NORTH

PLAYING
FIELD

PIER 40 NORTH RIVER BOROUGH OF MANHATTAN		SCALE	POST TO PAGE
DESIGNED BY LETTY DAHLER	DATE 12-21-14	PLAN B OF MAIN DECK	
DRAWING NUMBER A-1			

Exhibit C: Pier 45 Building Plans and Sections



Hudson River Park Trust

The Honorable
George E. Pataki
Governor, State of New York

The Honorable
Rudolph W. Giuliani
Mayor, City of New York

The Honorable
C. Virginia Fields
President, Borough of Manhattan

James A. Orlando
Hudson River Park Trust

Robert M. Harding
Hudson River Park Trust

Robert Balachandran
Hudson River Park Trust

Bernadette Castro
New York State Department of Environmental Conservation

Henry J. Stern
City of New York

Erin Clouty
New York State Department of Environmental Conservation

Joseph B. Rose
County of Orange



HUDSON RIVER PARK

Phase 1
Segment 4

UPLAND PARK CONSTRUCTION

ABEL BAINSON BUTZ
A Limited Liability Partnership
Landscape Architects Site Planners
80 Eighth Avenue, New York, N.Y. 10011
(212) 206-0630

Architects
Sawirski Sullivan Architects, PC
134 North 39th Street
Anderson, N.J. 07821

Marine Engineers
The Patton Associates, LLP
110 West 11th Street
New York, NY 10001

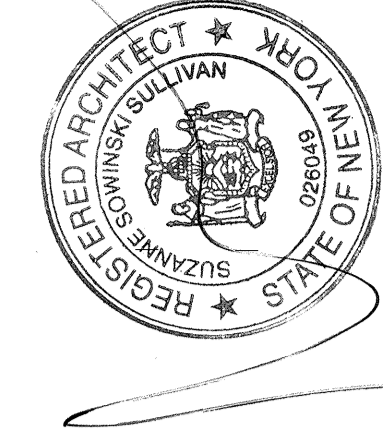
Civil, Structural and Mechanical Engineers
Afridi Associates
New York, NY 10010

Lighting Designers
Domingo Gonzalez Associates
25 Park Place, 10007
New York, NY 10007

Contractors
V.J. Associates
570 Sunrise Highway
West Babylon, NY 11704

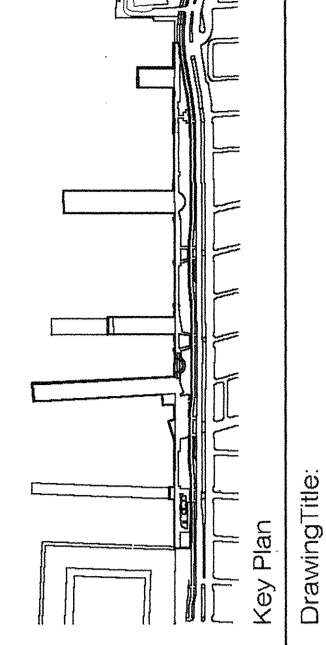
Surveyors
C.O. Associates, Inc.
60 Enter Locust
Hauppauge, NY 11788

Cadd Consultants
CADD Management Consulting, Inc.
New York, NY 10011



Seal

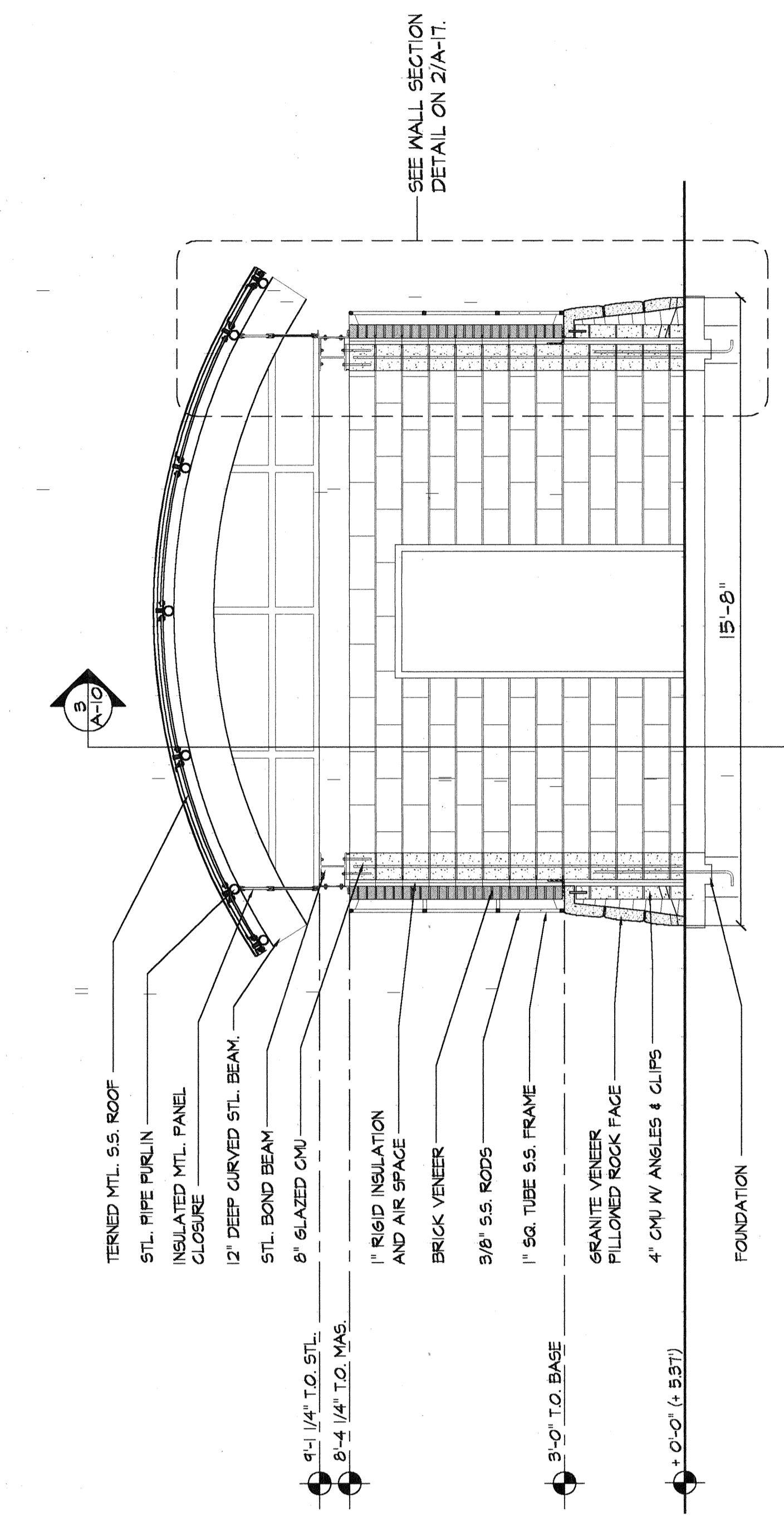
No.	Date	Revision



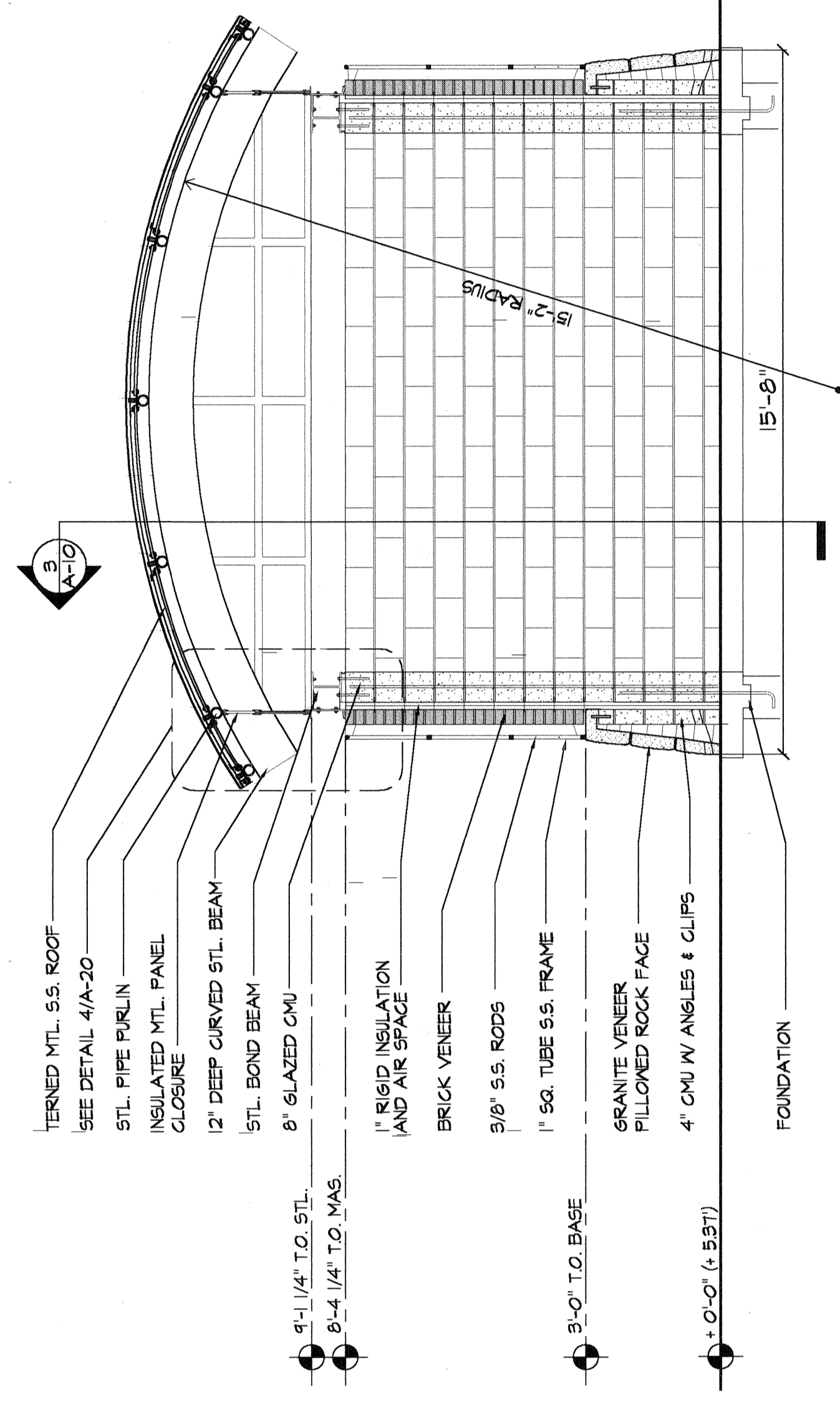
Drawing Title

Kiosk Sections

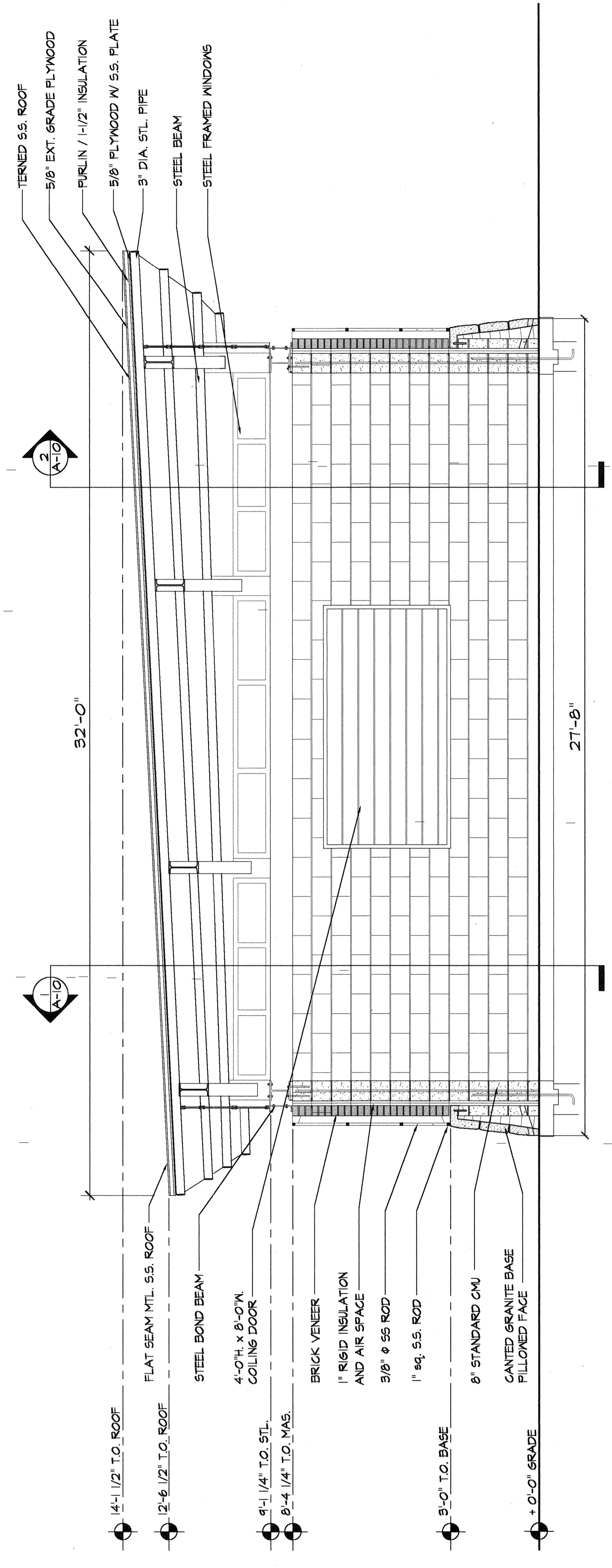
Contract No. C3032	Sheet No.
Drawn by: SSA	of
Approved by:	A10
Scale: As Noted	Date: 06/04/01



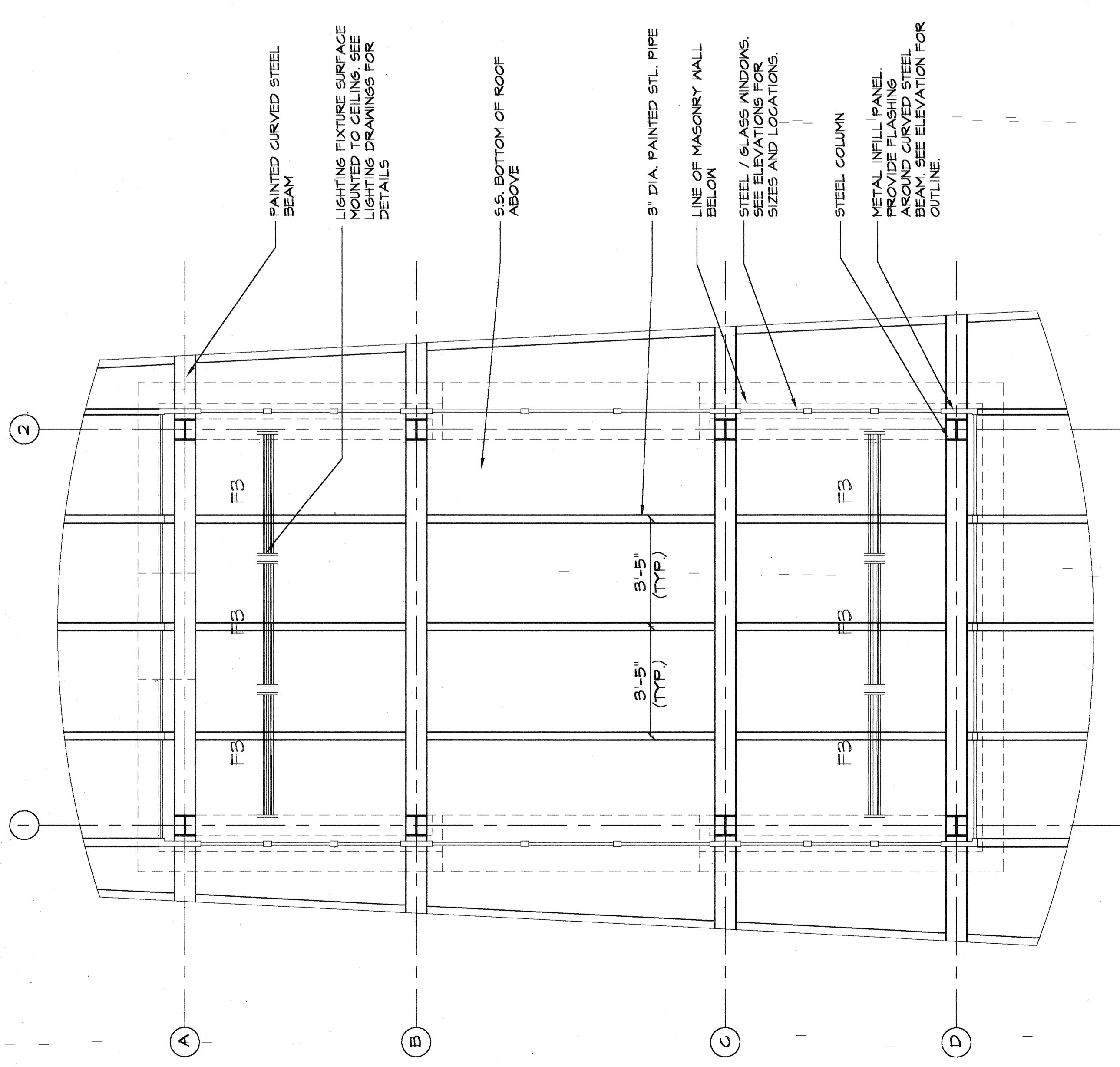
1 Interior Section
3/8"=1'0"



2 Interior Section
3/8"=1'0"



3 Interior Section
3/8"=1'0"



4 Reflected Ceiling Plan
3/8"=1'0"

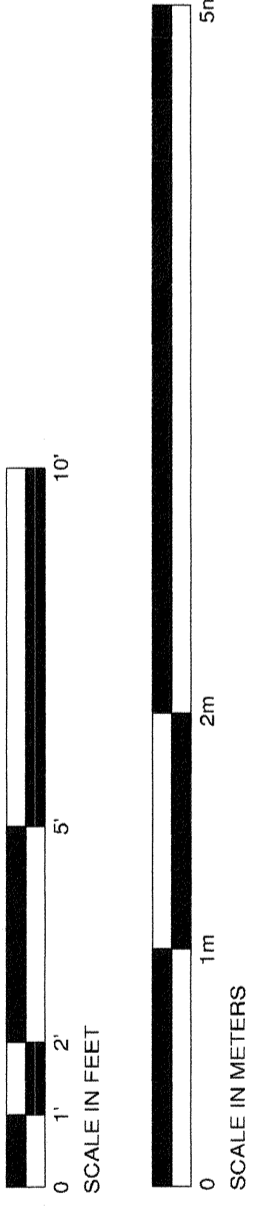
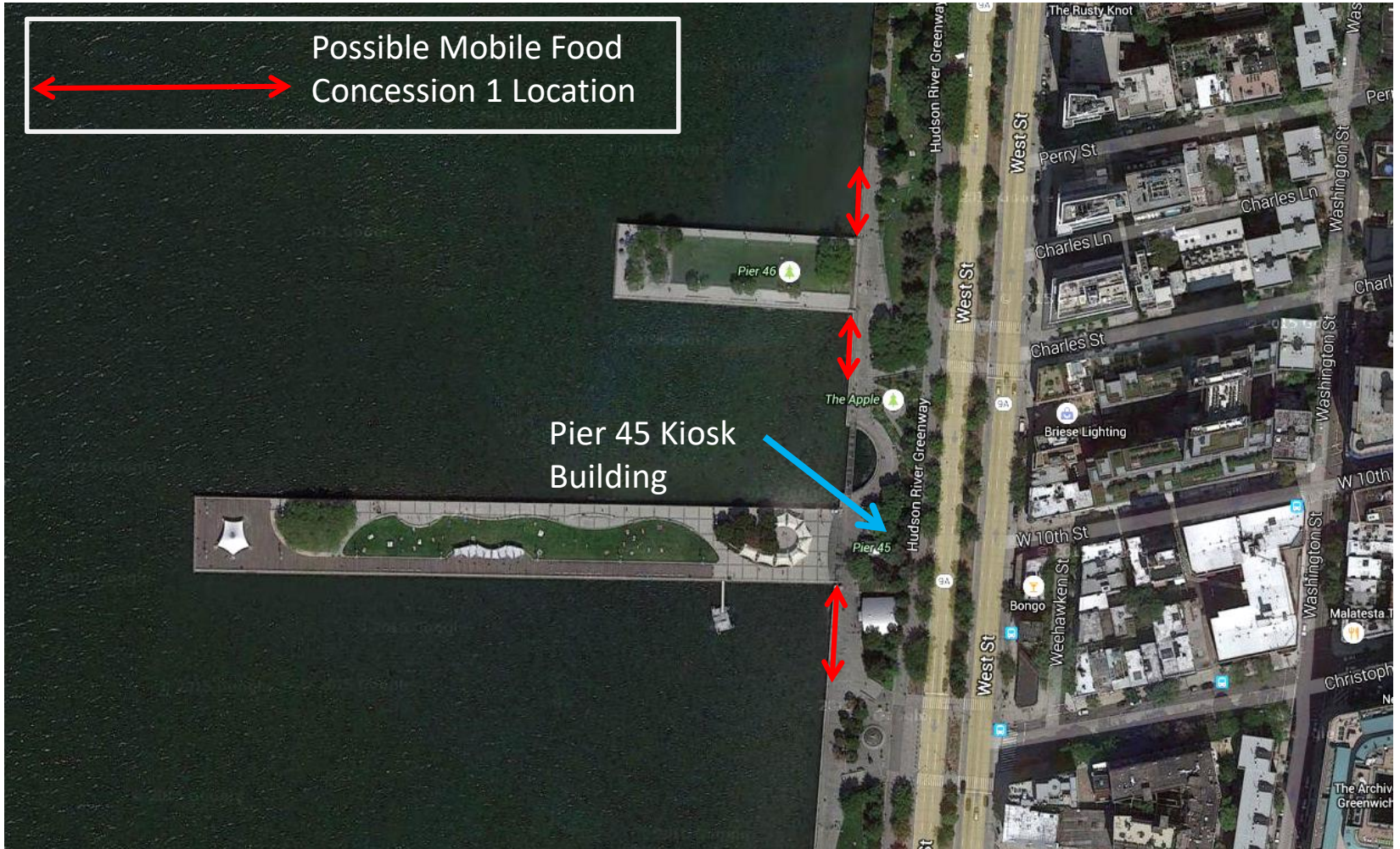


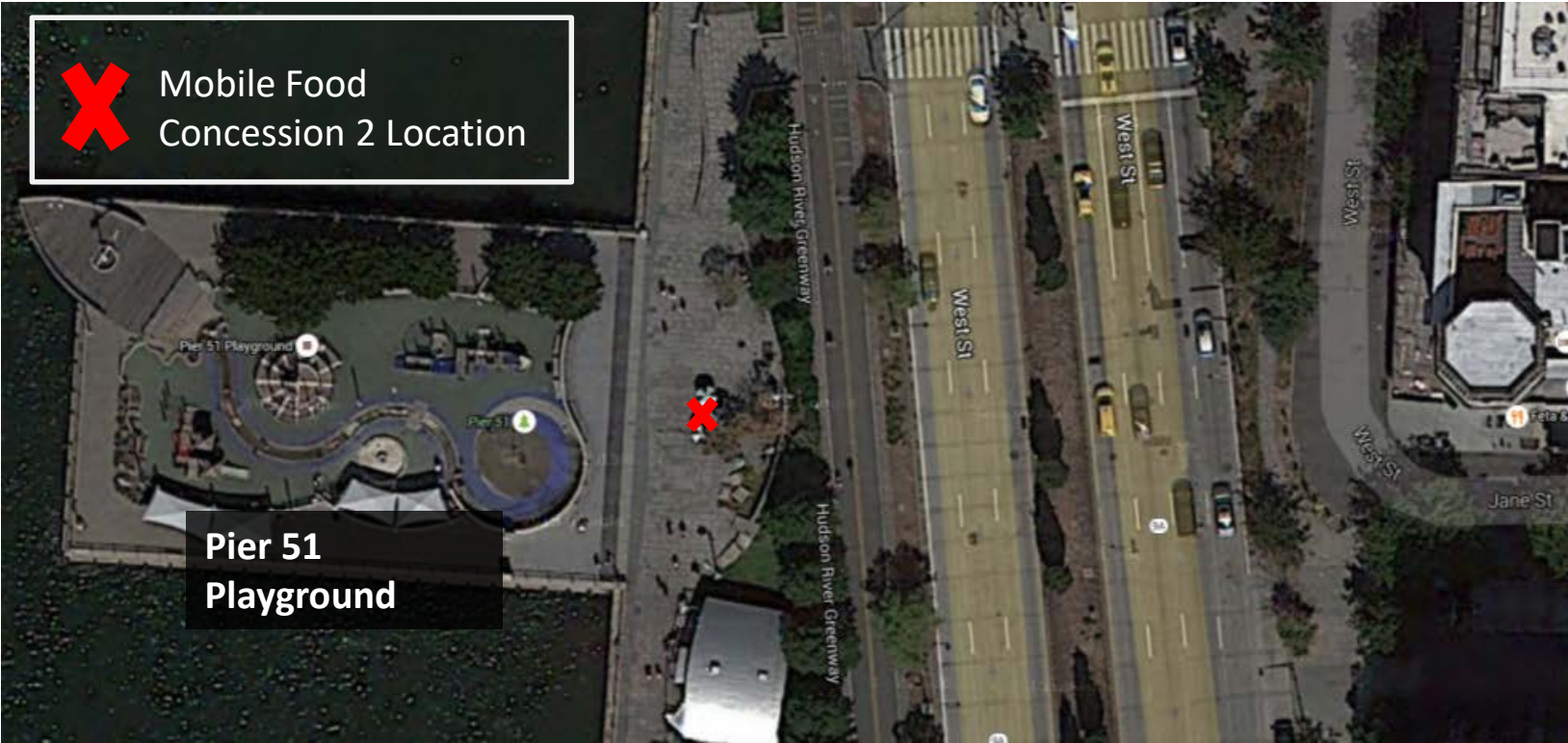
Exhibit D: Mobile Food Concessions Locations





Mobile Food
Concession 2 Location

Pier 51
Playground



X Mobile Food Concession 3 Location



Appendix 5
Fee Schedule

Pier 45 Outdoor Cafe									
	<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									
Total									
Percentage Fee									
Applicable Percentage									
Applicable Threshold									
Mobile Food Concessions									
	<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									
Total									
Percentage Fee									
Applicable Percentage									
Applicable Threshold									

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, 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 through 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 7
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:



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



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