

REQUEST FOR PROPOSALS



Request for Proposals for Concession for the Pier 62 Carousel in Hudson River Park

RFP Release Date: September 30, 2019

Submission Deadline: October 31, 2019 at 3:00 pm

RFP# L5103

OVERVIEW

- Opportunity:** The Hudson River Park Trust (the “Trust”), a public benefit corporation of the State of New York, consisting of a partnership between the State and City of New York, is seeking proposals from qualified carousel operators and mobile food operators (“Respondents”) to manage and operate a high quality carousel concession (“Carousel Concession”) in the Chelsea section of Hudson River Park (the “Park”). The Trust is looking for innovative proposals from Respondents who can demonstrate substantial experience in the operation of a carousel and provide quality food, beverage, and snack options by operating two (2) pushcarts that enhance the Park visitor experience, engage both neighborhood residents and tourists alike, and generate income to the Trust. The selected Respondent (“Concessionaire”) would enter into a Concession Agreement substantially in the form provided at Exhibit B annexed hereto.
- Premises:** Western end of Pier 62 within Hudson River Park, including a thirty-six foot carousel (the “Carousel Building”), and 440 square feet of outdoor space immediately east of the building (the “Seating Area”), and two (2) locations on Pier 62 designated for the operation of up to two (2) mobile concession units (the “MCUs”), (together, the “Premises”), offered in “as-is” condition (see annexed Exhibit A).
- Permitted Use:** Carousel concession and up to two (2) mobile food concessions.
- Term:** Up to three years, until October 31, 2022, with the commencement date for the first year of operation no later than April 1, 2020 and two additional one-year renewal options.
- Concession Fee:** Fixed annual fee with annual escalations plus a percentage of gross receipts on first dollar or in excess of a threshold.
- Security Deposit:** Not less than two months’ Base Concession Fee (as defined below) depending upon the financial strength of Concessionaire.
- Submission Deadline:** October 31, 2019 at 3:00 pm

I. THE OPPORTUNITY

The Hudson River Park Trust seeks submissions to this request for proposals (“RFP”) from experienced and innovative Respondents to plan, staff, and operate the carousel (the “**Carousel Concession**”) located at the western end of Pier 62 of Hudson River Park. Respondents’ offerings may include single ride tickets for the carousel, multiple ride tickets for the carousel (e.g., 10 carousel ride ticket book), private parties for children, and the sale of snacks and non-alcoholic beverages through two mobile concession units at specific locations on Pier 62. The Carousel Building (defined in Exhibit A-1) must be open to the public while it is in operation, and may not be used for the exclusive use of a private party client.

II. PREMISES

The area designated for the Carousel Concession is at the western end of Pier 62 and includes a thirty-six foot carousel (the “Carousel Building”), 440 square feet of outdoor space immediately east of the building (the “Seating Area”) and two (2) locations on Pier 62 designated for the operation of up to two (2) mobile concession units (the “MCUs”) (together known as the “Premises”) (see annexed Exhibit A). The Carousel Concession is situated in a major civic space prominently located between the Chelsea Piers and Pier 66 Maritime (a.k.a. The Frying Pan), two of New York City’s most popular and heavily visited attractions.

Other attractions in the area include the Chelsea Cove Entry Garden designed by Lynden Miller, the Chelsea Skate Park, the Great Lawn of Chelsea, and the Pier 66 Boathouse operated by Hudson River Community Sailing. The site is easily accessible via the nearby 23rd Street subway station (C and E subway lines), and paid public parking is available at Chelsea Piers. Immediately across the adjacent roadway is Chelsea Waterside Park, which includes a playground, ballfield complex and dog run.

The signature thirty-six foot carousel has been created using thirty-three (33) hand-carved wood figures of Hudson River animals and one (1) chariot, allowing for up to thirty-six (36) passengers per ride (see Exhibit A-3 for photographs of the Carousel Building). The structure opens out to a sprawling lawn and tree-lined pathways which provide ample shade. The Carousel Building is lit from below by LED lights, and is capped by a green roof. The Carousel Building also boasts a state-of-the-art audio system including electro-voice speakers, crown amplifier and mixer, and a Telex wireless microphone system. The Carousel Building stands at the core of a concentric arrangement of protective fencing, structural supports, roll-down enclosure panels and a projecting roof overhang, allowing the Carousel Building to be operated year-round if desired. Aside from lighting on the Carousel Building itself, there is substantial ambient lighting in the surrounding park areas.

The Concessionaire may operate up to two (2) MCUs for the sale of snacks and non-alcoholic beverages on Piers 62 and 63 within the areas designated in Exhibit A-2. The two (2) MCUs are to be pushcarts, which are manually propelled carts or

barrows, only for the sale of pre-packaged foods or foods which require limited preparation. The MCUs cannot be more than 6.5 feet long and 3.5 feet wide including all handles, extensions, and protuberances. If the MCU is designed so that the operator stands within the MCUs, the width of the MCU, including its wheels, axles, and other appurtenances may not exceed 4.5 feet. Respondent's proposed design and aesthetics of the MCUs will be subject to the Trust's written approval.

The Trust will provide six (6) four-seat carousel tables manufactured by Landscape Forms ("Carousel Tables"). The Carousel Tables will be provided to the Concessionaire in a "as is" condition.

Concessionaire shall be responsible for the maintenance and repair of the Carousel Tables provided by the Trust. Should the Trust deem the aforementioned Carousel Tables to be not repairable, Concessionaire shall replace such units in kind at its sole cost and expense.

The Concessionaire will be required to pay any and all utility costs connected with the operation of the Carousel Concession.

The Concessionaire will be responsible for providing all equipment necessary for the successful operation of the Carousel including, but not limited to, additional furniture, MCUs with food and non-alcoholic beverages for sale, signage, computer(s) (i.e., point of sale system), etc. At the expiration of the Concession Agreement term, all fixed equipment, if any, becomes the property of the Trust upon installation, at the Trust's option. Should the Trust choose not to exercise this option, it will be the responsibility of the Concessionaire to remove such fixed equipment and return the Premises in a condition as good as, or better than, when Concessionaire first occupied the Premises.

RFP responses should describe all intended capital work or proposed improvements, if any, and provide detailed drawings, cost estimates and a timetable for such work in the proposal submission.

All equipment and furnishing must have rubber bottoms, or other padding, to prevent marking and staining of the pavement and/or wood decking. Additionally, all metal equipment and furnishings set on the ground within the Premises must not produce any rust.

The Concessionaire shall operate and occupy the Carousel Concession in accordance with all applicable laws and shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Carousel Concession in accordance with applicable law, including necessary New York City Department of Buildings Certificate of Competency Amusement Rides, Department of Health ("DOH") Mobile Food Vending Unit Permit, etc. Concessionaire shall at all times operate the Carousel Concession in accordance with the provisions of any required licenses or permits. The Concessionaire will also be required to obtain all necessary approvals from any other agencies having jurisdiction.

III. OPERATIONS AND MAINTENANCE

1. Equipment

The Concessionaire will be required to purchase, supply, or otherwise obtain all equipment for the operation of this Carousel Concession and MCUs at the Concessionaire's sole cost and expense.

2. Menu of Offerings

Concessionaire shall prominently display a price list of offerings at the Carousel Building including, but not limited to, single-ride or multiple rides on the carousel, etc. Also, a menu with price list shall be displayed on the MCUs for food and non-alcoholic beverages. All food and non-alcoholic beverages for sale, as well as prices, are subject to approval by the Trust, not to be unreasonably denied.

The Trust will look favorably upon Respondents who are able to offer food service throughout the day as well as a variety of food options including healthy choices.

3. Hudson River Park Green Initiative

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 Exhibit C.

4. Restrooms

The nearest restrooms to the Premises are located at Chelsea Piers for use by both the public and the Carousel Concession's staff and clientele.

5. Utilities

The Concessionaire shall establish a direct account with Consolidated Edison for the use of electricity and payment for such usage.

6. Electrical, Lighting, Mechanical, Plumbing and Fire

Electrical Power: The Premises are provided with one (1) 200 amp panel with 120/208V, 3-phase within the Carousel Building. All electrical services installed at the Premises shall not be modified or otherwise altered without specific written authorization from the Trust. Modification of the existing electrical system and utility

usage fees will be at the sole cost and expense of the Concessionaire.

Lighting: Outdoor overhead lighting exists outside of the Premises. All additional lighting plans must be approved by the Trust in writing. Installation of the additional lighting must be performed by a qualified and licensed electrical contractor with the Trust's prior written approval.

Mechanical: Heat: None; HVAC: None.

Plumbing: Water Services: None; Sanitary Service: None; Gas Service: None.

Fire Protection: Sprinkler: None; Phone & Internet: None.

7. Hours of Operations

The Carousel Concession is required to be open, at a minimum, from April 1st to October 15th each year. The Concessionaire may choose to shut down operations during the off-peak season (October 16th to March 31st). Hours of operation must be submitted in writing, and will be subject to prior written approval by the Trust. The Carousel Concession may only operate at the Premises while the Park is open--from 6:00 AM to 1:00 AM daily. The Concessionaire's employees and its clientele must be out of the Park by no later than 1:00 AM. (The Park is closed between 1:00 AM and 6:00 AM daily.) Any changes to the operating schedule must be approved by the Trust in writing.

8. Special Events

Throughout the Term, Concessionaire must cooperate with the Trust if asked to close or limit business hours for emergencies, special events or any other unanticipated eventualities and to accommodate construction activity by the Trust and its contractors.

The Trust holds periodic events at the Pier 62/63 area including:

- Hudson RiverFlicks, a free film series
- Hudson River Dance Festival, a free dance series
- Occasional private events

While these events may temporarily reroute access to the concession, in most instances the Carousel Concession will be able to remain open.

9. Parking and Service Access

There are no provisions for parking or services in the Park for either the Concessionaire or its clientele. Deliveries should be made to the layby lane adjacent to 12th Avenue between 22nd and 23rd Streets, and hand trucked to the Premises. Deliveries should be scheduled for early in the morning between 6:00 AM and 8:30 AM, and garbage should be removed by the Concessionaire, or Concessionaire's private carting contractor, on a nightly basis. Vehicles will not be allowed in the Park and temporary parking permits will be issued by the Trust only as needed. The Trust will specify an approved access route for deliveries to the Concessionaire.

10. Maintenance and Repair

Concessionaire is fully responsible for the cost of maintaining the Premises in good

condition, and for repairing mechanical, electrical and plumbing systems and/or improvements within the Premises as needed. The Concessionaire is responsible for cleaning all graffiti within the Premises.

IV. CONCESSION AGREEMENT FEES AND INTERNAL CONTROLS

The Concession Agreement fee offer should be expressed as a guaranteed base fee for the operation of the Carousel Concession per Concession year (“**Base Concession Fee**”). There must be an escalation of at least three percent (3%) per year (compounded annually) of the Base Concession Fee over the Term of the Concession Agreement. Further, the Concession Agreement fee offer should also include 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. The completed Fee Schedule contained at Exhibit D shall be completed by Respondent as part of the submission in response to this RFP.

Throughout the Term of the Concession Agreement, the Concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenue, in a form and manner acceptable to the Trust. This revenue control system for the concession must maintain detailed sales information from each sales transaction. Specifically, sales information for the Carousel Concession must be recorded electronically, via a point-of-sale system (e.g., Micros, NCR, etc.) with a *minimum* of 4G wireless Internet service, with details on, but not limited to, each sales transaction, the item(s)/service(s) sold, time, date of sale and price of the item sold (“POS System”). Concessionaire will be required to provide the Trust with a link and log-in credentials to the POS System to view the Concessionaire’s gross receipts in real time from any computer and/or smartphone via the Internet at any time. The Concessionaire must also establish a dedicated bank account for deposits of the concession-generated revenue. All accounting and internal control related records shall be maintained for a minimum of six (6) years from the date of creation of the record.

1. Monthly Statements of Gross Receipts

The 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 no later than the fifteenth (15th) of the subsequent Concession Agreement month. The Base 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).

2. Annual Statement of Gross Receipts

Within thirty (30) days of the end of each operating year, the Concessionaire will be required to submit an annual statement of gross receipts from all categories of income

in a format approved in writing by the Trust. In addition, the Concessionaire must have available, at the request of the Trust, a detailed income and expense statement for the past year's operation.

The Concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any Federal, State, or City sales taxes, which are paid by the Concessionaire.

V. INSURANCE

The Concessionaire must adhere to the Trust's insurance requirements provided in the Standard Concession Agreement.

VI. SECURITY DEPOSIT

Concessionaire will be required to submit a security deposit equal to at least two months of the Base Concession Fee, which will be required for the duration of the Term.

The Trust will hold the security deposit to ensure Concessionaire's compliance with, and the full and timely performance of, all terms and conditions of the Concession Agreement. The Trust shall be entitled to retain any part of the security deposit as may be necessary to satisfy a default(s) by Concessionaire and any expenses arising therefrom. If Concessionaire complies with the terms of the Agreement, the Trust shall return the security deposit to Concessionaire at the expiration or sooner termination of the Concession Agreement.

VII. TERM

The term of the Concession Agreement to be issued to the Concessionaire shall initially be for three (3) years, with two (2) one-year renewals (the "Term"). Concessionaire's exercise of the Renewal Option shall be approved at the sole and absolute discretion of the Trust.

The Carousel Concession will be operated pursuant to a Concession Agreement; no leasehold or other property right is offered.

VIII. PROPOSALS / SUBMISSION REQUIREMENTS

All proposals must be submitted in a sealed envelope addressed to Justin Camos, Hudson River Park Trust, Pier 40, 353 West Street, Suite 201, New York, NY 10014 by no later than **October 31, 2019 at 3:00 p.m.** Proposals received after the above date and time may not be considered. The Trust may, in its sole discretion, elect to waive or insist on strict compliance with the submission requirements.

The Trust will also offer an optional walk-through of the Premises on **October 15, 2019 at 11:00 AM**. Interested Respondents should meet by the existing carousel at Pier 62 for the walk-through. Please email Pier62CarouselRFP@hrpt.ny.gov if you intend on going on the walk-through.

Proposals shall include each of the following. Please make reference to each content requirement number (i.e. (a) through (i)) when submitting the RFP response.

- (a) Respondent's name, address, phone number, and email of the primary contact for the proposal.
- (b) Fee Proposal using the form provided at Exhibit D.
- (c) Detailed description of the overall concept and vision along with a detailed operation plan including (a) date for start of operations and hours of operation (clearly stating minimum guaranteed operating hours), (b) services to be provided, (c) staffing plans, (d) safety and security plans, (e) maintenance, rubbish removal, and cleaning schedules, and (f) delivery, provisioning, and storage of supplies.
- (d) If applicable, detailed description of improvements to be made to site including any utility improvements, structures, equipment, furniture, fixtures. A budget, timeline, drawings, and list of required permits for these improvements should be included.
- (e) A sample menu of offerings including prices.
- (f) Statement of qualifications, including but not limited to the number of years of experience operating a carousel business and a description of the locations and types of carousel/facilities Respondent has operated.
- (g) Complete copies of all relevant permits, licenses, operating certificates and any other documents (i.e., NYC DOB Certificate of Competency – Amusement Rides, DOH Mobile Food Vending Unit Permit, etc.) that provide or otherwise evidence the Respondent's authorization to conduct a carousel operation in the City of New York.
- (h) Financial statements and, if financial statements are not audited, not less than two years of business or personal federal income tax returns indicating that the Respondent is in solid financial health and has the ability to manage and operate a business.
- (i) Names, addresses and telephone numbers of three (3) business references.

1. Format and Submission

- Three (3) hard copies should be sealed, submitted, and delivered by **October 31 at 3:00 PM** to:

Hudson River Park Trust
Pier 40
353 West Street, Suite 201
New York, NY 10014
Attn: Justin Camos, Property Manager

- No proposals should be submitted in sealed plastic sleeves or spiral binders.
- An identical electronic copy of Respondent's proposal on a flash drive or DVD and in PDF format must be included in Respondent's sealed proposal.
- The Trust reserves the right to hold Respondent to the most favorable proposal in the event of discrepancies between the print and electronic versions of the proposal.
- Please mark each copy of the submittal with "Pier 62 Carousel Concession". Please place all submittals in a sealed envelope or other container. Mark the sealed envelope or container with:
 - 1) "Pier 62 Carousel Concession"
 - 2) Name of the Respondent
 - 3) Solicitation # L5103
 - 4) Date of Submission
- If you have a physical disability and cannot deliver your application to Pier 40, please contact Nicole Steele at 212-627-2020 or write Pier62CarouselRFP@hrpt.ny.gov at least 48 hours prior to the deadline and special arrangements will be made for you.

2. Questions / Technical Addenda

All questions regarding this solicitation should be submitted by not later than **October 18, 2019 at 3:00 PM** and directed solely to Justin Camos, the Trust's designated contact person, at Pier62CarouselRFP@hrpt.ny.gov. **Do not telephone.** Do not contact other Trust staff or the Trust's Board members.

Answers to questions (without identifying the name of the inquiring party), and any technical addenda issued in connection to this RFP, will be posted on the Trust's web site at <http://www.hudsonriverpark.org/about-us/bids-business-opportunities> and available to all. Such postings will be deemed incorporated into this RFP.

Respondents are solely responsible for monitoring the RFP website for all such postings.

IX. RFP TERMS AND CONDITIONS

- (a) 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. Any news release pertaining to this RFP may only be made in coordination with the Trust.
- (b) This is a Request for Proposals and not a bid. The Trust shall be the sole judge of each response's conformance with the requirements of the RFP and of the merits of the individual proposals. The Trust reserves the right to waive any conditions or modify any provision of the RFP with respect to one or more respondents, to negotiate with one or more of the respondents with respect to all or any portion of the project, to establish additional terms and conditions, to encourage respondents to work together, or to reject any or all responses. The Trust reserves the right to change the submission date, postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the Trust to do so.
- (c) All RFP submission materials become the property of the Trust. The Trust shall not be liable for any costs incurred by respondents in the preparation of proposals or for any work performed in connection therein.
- (d) 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 the Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying upon written request, except when exempted from disclosure under the FOIL. Respondent may request that the Trust exempt all or part of its proposal, such as financial statements and tax returns, from public disclosure in accordance with one or more of the exemptions set forth in Section 87.
- (e) Successful Respondents will be required to execute and adhere to a Concession Agreement in the Trust's standard form attached at Exhibit B to be more particularly negotiated upon selection.
- (f) Respondents are advised that the Trust has the option of selecting a submission or submissions without conducting negotiations. Therefore, Respondents should submit their best proposal initially, since negotiations may not take place.
- (g) All proposals shall remain firm and cannot be withdrawn for a period of 120 days after receipt of proposals.
- (h) State Finance Law Sections 139-j and 139-k (the "Procurement Requirements") apply to this solicitation. These Procurement Requirements (1) govern permissible communications between potential Respondents and the Trust or other involved governmental entities with respect to this solicitation during the procurement process; (2) provide for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence

procurement contracts, public works agreements and real property transactions; and (3) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any Concession Agreement pursuant to this solicitation.

- (i) Compliance with the Procurement Requirements requires that: (1) all communications regarding this solicitation, from the issuance of this solicitation through final award and approval of any resulting Concession Agreement (the “Restricted Period”), be conducted only with the contact person(s); and (2) the completion by respondents of the Respondent Disclosure of Prior Non-Responsibility Determinations and the Respondent’s Affirmation of Understanding and Agreement pursuant to State Finance Law Form, a copy of which is attached to this solicitation at Exhibit E and is also available on the Trust’s website under bids and business opportunities.
- (j) By submitting a proposal, Respondents hereby warrant and represent that any ensuing Concession Agreement has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Concession Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of the Trust (see the attached Non-Collusion Form at Exhibit E).

X. EVALUATION CRITERIA AND PROCESS

Proposals will be evaluated in accordance with the following criteria.

- 30%** Quality of the proposed operation, the proposed operating schedule and the ability to commence Carousel Concession by no later than April 1, 2020.
- 25%** Respondent’s ability to successfully and safely operate and maintain the facilities throughout the duration of the Term, including functioning as a quality use within the park and broader neighborhood.
- 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.

The Trust shall select that responsible and responsive Respondent whose proposal is determined by the Trust to be in the best interest of the Trust and to provide the greatest overall benefit and best value to the Trust on the basis of the criteria listed. The Trust expressly reserves the right to negotiate with the selected Respondent prior to an award of any Concession Agreement pursuant to this RFP.

All Respondents should carefully review the requirements of this RFP, including all attachments and any addenda that may be issued. To be favorably considered, proposals must meet the criteria outlined in this RFP. Preference will be given to proposals that best satisfy all of the above mentioned criteria.

EXHIBIT A
THE PREMISES



Location within Hudson River Park

EXHIBIT A-1: DIAGRAM OF THE CAROUSEL BUILDING AND THE OUTDOOR AREA

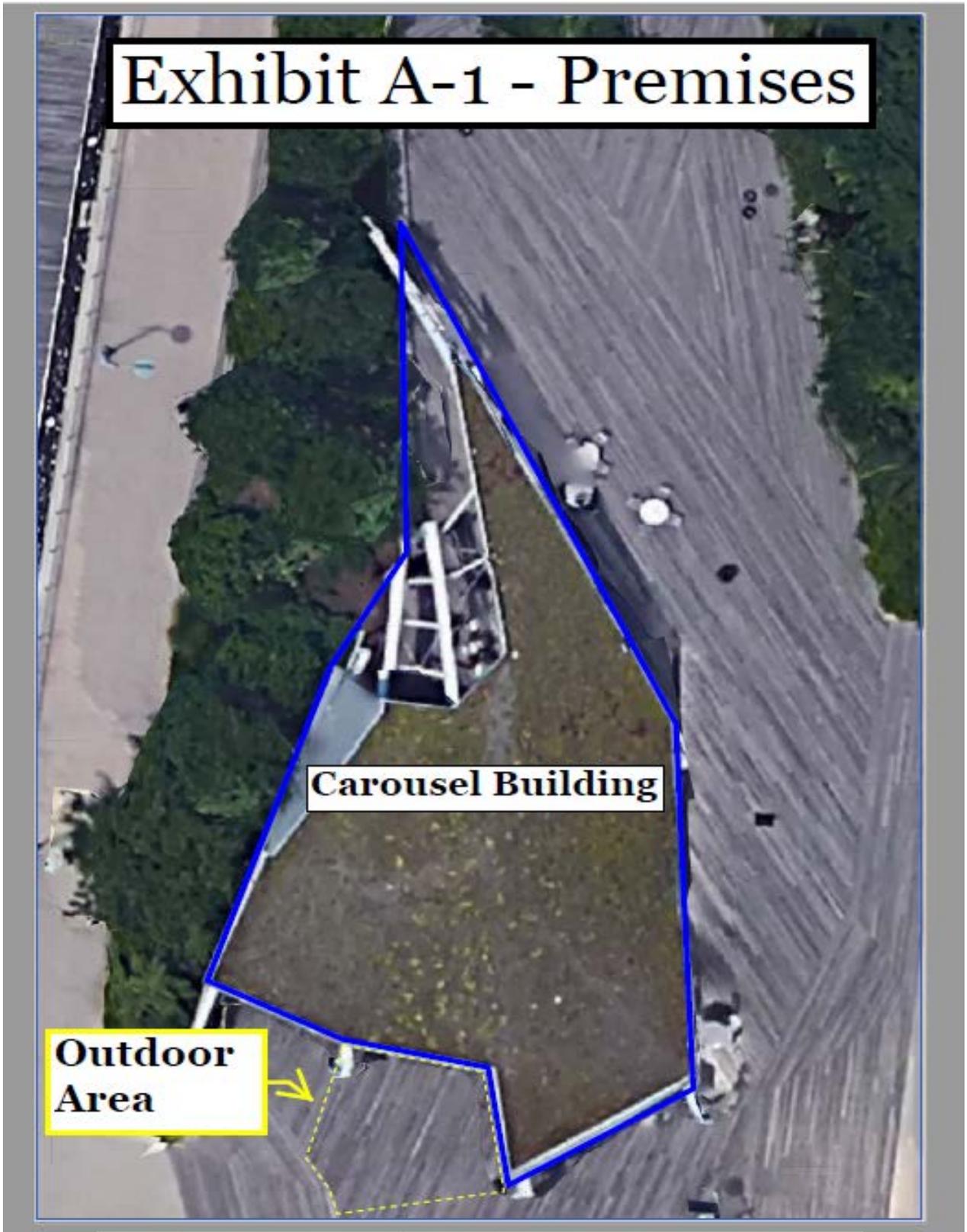


EXHIBIT A2: DIAGRAM OF THE MCU AREAS

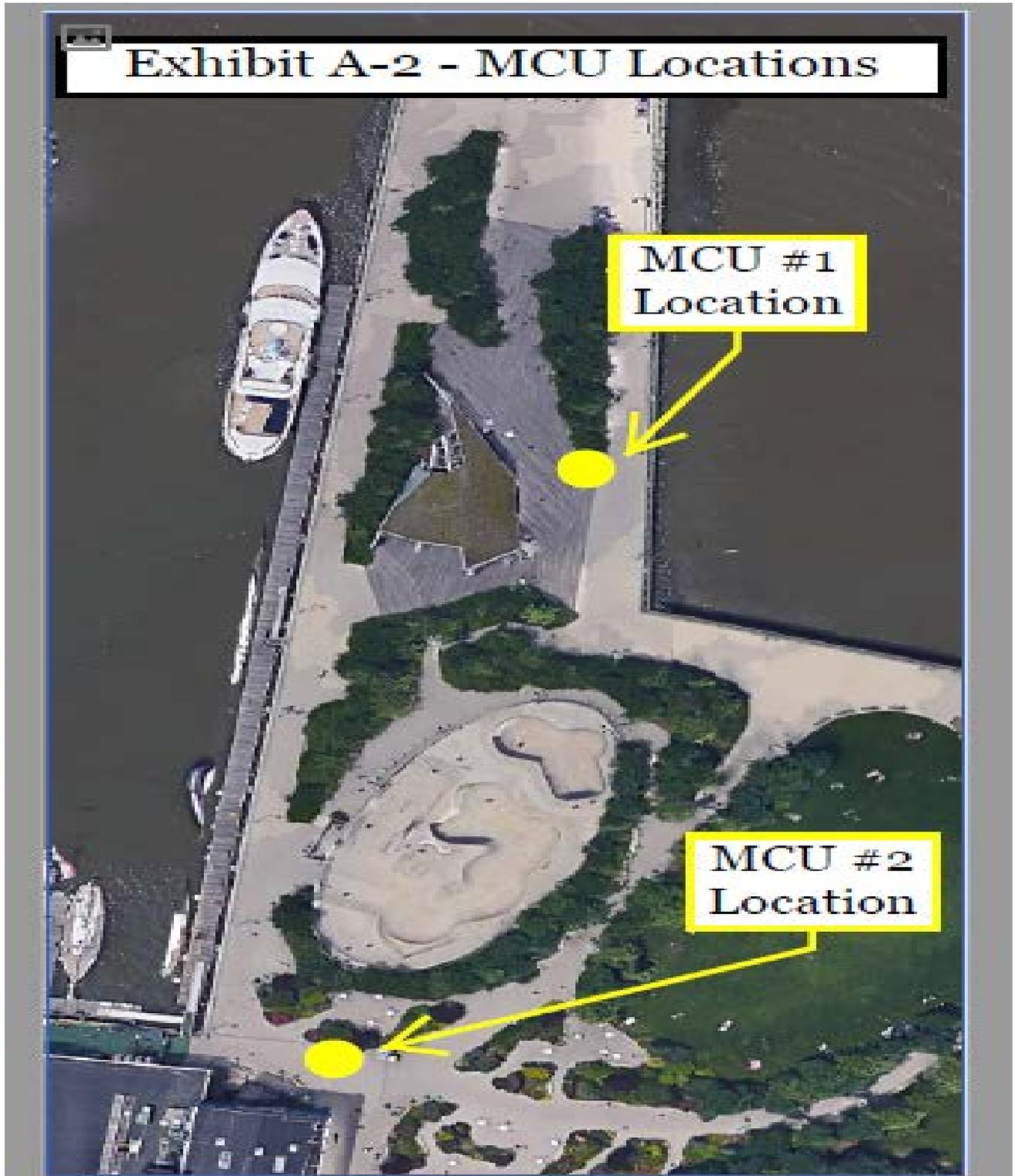


EXHIBIT A-3: PHOTOS



Above, Carousel Building and Outdoor Area and below, detail of the Carousel



EXHIBIT B

STANDARD FORM OF CONCESSION AGREEMENT

[SEE AGREEMENT SEPARATELY PROVIDED]

EXHIBIT C

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:

By: _____
Name: _____
Title: _____

EXHIBIT D

FEE SCHEDULE

BASE CONCESSION FEE

Concession Year 1	Concession Year 2	Concession Year 3	Renewal Year 4	Renewal Year 5

PERCENTAGE CONCESSION FEE

	Year 1	Year 2	Year 3	Year 4	Year 5
Applicable Percentage					
Applicable Threshold					

EXHIBIT E

NEW YORK STATE REQUIRED FORMS

DISCLOSURE OF PRIOR NON-REPONSIBILITY

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