



**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL MANAGEMENT AND  
OPERATIONS OF PIER 40 PARKING  
GARAGE  
CONTRACT NO. F5220**

**RFP Issued: September 1, 2020**

**Submission Deadline: October 20, 2020 at 3:00 pm**

## PART I INTRODUCTION

### 1. INVITATION TO SUBMIT PROPOSAL

Hudson River Park Trust (the “Trust”) is pleased to invite you to submit a proposal in response to this Request for Proposals (“RFP”). The Trust is seeking an experienced Professional Parking Management Company (“Respondent”) to manage, market, maintain, and operate its Pier 40 Public Parking Garage (“Parking Garage”) located at West Houston Street and West Street in Manhattan, New York City (the “Services”).

Detailed performance requirements of the Respondent are contained in the Parking Garage Management Agreement (“Management Agreement”), and shall take precedence in the event of any conflicting interpretation between this RFP and the Agreement. The proposed Management Agreement is attached hereto as Exhibit 1.

Additional information regarding the Trust, which is in charge of the planning, design, construction, and operation of Hudson River Park (the “Park”) on Manhattan's west side, may be found at: [www.hudsonriverpark.org](http://www.hudsonriverpark.org). In particular, the Respondents’ attention is directed to the Hudson River Park Act and the Park Rules promulgated thereunder which set forth obligations concerning operations within the Park, including the Parking Garage.

Subject to the availability of funds and the responses to this RFP, the Trust will select one Respondent to provide the Services. The selected Respondent shall be experienced in all aspects of the Services. The selected Respondent will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Management Agreement. The expected date for the commencement is January 1, 2021.

### 2. RFP SUMMARY

**2.1 In General.** This summary of terms, deadlines and requirements specific to this RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the Requirements (Part II) of this RFP. You should review and become familiar with all parts of this RFP, including the Management Agreement, prior to submitting your proposal.

#### 2.2 Specific Terms, Deadlines and Requirements

**2.2.1 Questions Regarding RFP** shall be submitted to the Trust by **September 29, 2020 at 5:00 p.m.**

**Permitted Method:** In writing to Recipient at Recipient’s Mailing Address or Email Address as listed below only.

**Question Response Date: October 6, 2020**

**Answers to Questions will be available on the Trust’s website under bids and business opportunities at <https://hudsonriverpark.org/about-us/bids-business-opportunities> (the “Website”).**

### **2.2.2 Mandatory Pre-Proposal Meeting, including tour of Pier 40 garage**

**Date:** September 22, 2020

**Time:** 11:00 am

**Meeting Place:** Main lobby at Pier 40, 353 West Street, New York, NY 10014

**Confirmation Contact:** [Pier40GarageRFP@hrpt.ny.gov](mailto:Pier40GarageRFP@hrpt.ny.gov)

Due to COVID-19, we are limiting the number of two (2) attendees for the site visit per company.

### **2.3 Proposal Submission Requirements**

**Number of Sets of Proposals to be submitted:** Three (3) hardcopies and one (1) electronic copy on USB or CD shall be submitted in a sealed envelope bearing the name of the Respondent, its address and labeled with “**Pier 40 Parking Proposal – F5220**”

**Submission Deadline:** October 20, 2020 at 3:00 pm

**Method:** By Hand, Express Mail or other nationally-known overnight courier and must be received at the Trust office by Submission Deadline.

**Submit to the following Recipient:**

Hudson River Park Trust  
Pier 40, 2nd Floor  
353 West Street, Rm. 201  
New York, NY 10014  
Attn: Property Manager

**Recipient’s E-mail address:** [Pier40GarageRFP@hrpt.ny.gov](mailto:Pier40GarageRFP@hrpt.ny.gov)

If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Nicole Steele at (212) 627-2020 or email [Pier40GarageRFP@hrpt.ny.gov](mailto:Pier40GarageRFP@hrpt.ny.gov) at least forty-eight (48) hours prior to the Submission Deadline and the Trust will make appropriate arrangements for such delivery.

## 2.4 M/WBE Participation Goal: 30 Percent

## 2.5 SDVOB Participation Goal: 6 Percent

### 3. RESPONSIVENESS DETERMINATION

A respondent is deemed “responsive” when it submits a proposal containing the required items/information in the form required and as listed in the RFP by the Submission Deadline. If the Trust determines that a respondent did not submit the items/information required in the RFP, that respondent may be deemed “non-responsive” and may not be considered for contract award.

In order to be considered responsive, your proposal should be organized and include all of the items as listed in Part II (Requirements).

**Selection Criteria:** The Trust will base its selection upon the following criteria:

- 50% The Respondent’s experience in providing services similar to the Services described herein; including the completeness of the Respondent’s submission pursuant to Part II below, the Respondent’s skills and knowledge of the NYC metropolitan area, the education and experience of the Parking Garage management, and the quality of the Respondent’s management, reputation, and references.
- 30% The proposed management fee, proposed incentive management fee, and cost schedules and five year projected income and expenses for the operation of the Parking Garage.
- 10% Capital and physical improvements and marketing and advertising programs proposed.
- 10% The Respondent’s proposed plans for encouraging participation by minority and women-owned business enterprises in connection with the Services, as provided in the Respondent’s Subcontractor Utilization Plan and Diversity Practices Questionnaire.

## PART II REQUIREMENTS

### 1. DESCRIPTION OF PARKING GARAGE

The Parking Garage has approximately 2,498 parking spaces located on all three levels of the Pier 40 Parking Garage. However, while the Trust’s contractors are performing roof construction, the Parking Garage has approximately 1,851 available parking spaces. See Table 1 for a complete breakdown of parking spaces per parking area. The Parking Garage is open 24 hours/365 days, and currently generates a substantial portion of the Trust’s annual operating revenues, with which it funds the operations and maintenance of the entire Park.

**Table 1 – Number of Parking Spaces Per Parking Area**

<b>Space Reconciliation by Area December 2019</b>									
Name	Regular Spaces	ADA Spaces	Compact Spaces	Reserved Spaces	Leased Space	Out of Service	Blocked Spaces	Total Spaces	Usable Spaces
Mezzanine	52	0	1	0	0	0	1	54	53
Level 2 Indoor	225	3	0	0	69	8	2	307	297
Level 1 North	259	8	10	12	7	34	2	332	296
Roof Phase I & II	633	8	0	14	0	0	1	656	655
Level 1 South	189	6	2	0	0	0	3	200	197
Tenant Mezzanine	23	1	0	0	2	0	0	26	26
North Nest	147	2	3	0	0	71	2	225	152
Level 2 Prime	170	2	3	0	0	0	6	181	175
<b>Sub Total</b>	1,698	30	19	26	78	113	17	1,981	1,851
Gotham	140	2	Area Currently Closed					142	0
Level 2 Phase III	169	2	Area Currently Closed					171	0
Roof Phase III	204	0	Area Currently Closed					204	0
<b>Sub Total</b>	513	4	0	0	0	0	0	517	0
<b>Totals</b>	2,211	34	19	26	78	113	17	2,498	1,851

**\*\*Note that the Trust in currently undertaking a renovation of the south shed roof and first floor parking areas. This improvement project is estimated for completion in April 2021 and will add approximately 517 parking spaces to the currently available space count.**

All cash Parking Revenues are collected on a daily basis and deposited into an account maintained by and designated by the Trust (the “Revenue Account”), and all Parking Revenues from credit cards and debit cards are directly paid or credited to the Revenue Account. The selected Respondent shall open and maintain an interest-bearing Trust account entitled “Pier 40 Operating Account” and the Operating Account will be maintained separately from any of the selected Respondent’s personal or other accounts and all amounts deposited in the Operating Account shall be held in trust for the benefit of the Trust. During the Term, the selected Respondent shall draw on the Operating Account to pay the “Costs of Operation”, as defined and in accordance with the terms of the Management Agreement.

The Trust installed a Secom International PARCS system (“Secom” or “Secom System”) with NetAdmin management access in the Parking Garage in May 2004, and has made software and hardware upgrades since that time.

See Appendix A of the Management Agreement for site plan and parking level space and gate system layout.

The Parking Garage is divided into monthly parking areas with each space having a specific monthly fee, depending on the area. See Table 2 below for a complete breakdown of monthly fees for each parking area. Please note that the monthly pricing is net of all taxes.

**Table 2 – Monthly Parking Rates by Parking Area**

AREA	RATE
Level 1 South	\$ 418.16
Level 2 Indoors	\$ 375.92
Level 2 Prime	\$ 388.60
Mezzanine	\$ 363.25
Tenant Mezzanine	\$ 371.70
Roof	\$ 354.80
Level 1 North	\$ 401.27
Day Monthly (Roof)	\$ 232.31
Day Monthly (Level 1 North)	\$ 257.66
Night & Weekend Monthly	\$ 236.54

All parking areas within the Parking Garage require either access card or ticket entry.

Central Cashier, Credit Card Only Pay-On-Foot, and Credit Card at Exit are available payment methods for transient parking customers.

Currently the Parking Garage has approximately 1,471 monthly accounts of which 1,423 have a credit card on file (“CCOF”) for automatic payment and 44 have a direct deposit to the bank account for Pier 40.

Monthly parking is sold by the calendar month and cash, checks or most credit cards will be accepted for payment of monthly fees. Patrons may also elect to use automatic payment of the monthly fee by placing a credit card on file. Visa and MasterCard users on file receive a five percent (5%) discount.

Monthly parking clients who have not paid their monthly fees will be locked out of the Parking Garage (clients will not be able to enter and/or exit the Parking Garage) on the first (1st) day of each month at 4:00 a.m. for non-payment of the monthly fees when due.

The Trust has a Permittee operating year-round harbor cruises (i.e., brunch cruises, dinner cruises, private events/charters, etc.) and excursions at Pier 40. Currently, that Permittee operates three (3) vessels at Pier 40 year-round, although the number of vessels operated by the Permittee and any subpermittee is subject to change during the term of the Agreement. Parking in connection with such Permittee’s cruises and events generates approximately 7% of the annual transient parking revenues.

The current parking rates, fees and related information are shown in Appendix C of the

Management Agreement.

The number of active access cards as of December 31, 2019 are shown in Table 3 below:

**Table 3 – Active Access Cards as of December 31, 2019'**

<b>Active Access Card Reconciliation 12/28/19</b>					
<b>Area</b>	<b>Exempt</b>	<b>10.375%</b>	<b>18.375%</b>	<b>Free</b>	<b>Total</b>
South L1		56	74		130
North L1	13	56	80		149
Nest L1		43	48		91
Level 2	58	101	147		306
Level 2 Prime		78	90		168
Roof		234	356	52 <sup>1</sup>	642
Mezzanine		16	26		42
T Mezz	2	1	9		12
SP+ Service <sup>2</sup>				44	44
Secom				11	11
HRPT Fleet AWID				100	100
HRPT Door <sup>3</sup>				114	114
Tenant Limit				20	20
Contractor				22	22
Tenant Delivery				49	49
Frequent Parkers <sup>4</sup>				53	53
<b>Total</b>	<b>73</b>	<b>585</b>	<b>830</b>	<b>413</b>	<b>1,953</b>

**Notes:**

1 - PEP = 35, Contractor = 10, SP+ Employees = 7
2 - Cashier, Prepay, Roving, Road Service, Cold Start
3 - Access to Field Level Doors, No Parking Access
4 - Customers park in South Level 1, CCOF, NYU & Individuals
* - 163 Accounts pay oversize surcharge
* - There are 1,534 Credit Cards on File for Monthly and/or Frequent Parkers Payments
* - There are 465 No Charge active access cards
* - All monthly parking payments/accounting is done by the Secom system
* - There are 1,953 active access cards as of 12/28/19

The trailing twelve (12) months of transient tickets issued between January 1, 2019 and December 31, 2019 and the transient tickets collected in 2020 are shown in Exhibit 2.

The trailing 36 months of P&Ls are shown in Exhibit 2(A).

Due to the impact of Covid-19, the number of active access cards as of August 10, 2020 are shown in Table 3.1 below:

**Table 3.1 – Active Access Cards as of August 10, 2020**

<b>Active Access Card Reconciliation 8/10/20</b>					
<b>Area</b>	<b>Exempt</b>	<b>10.38%</b>	<b>18.38%</b>	<b>Free</b>	<b>Total</b>
South L1		40	59		99
North L1	7	69	87		163
Level 2	59	97	134		290
Level 2 Prime	5	65	62		132
Roof <sup>1</sup>		163	272	72	507
Mezzanine		13	18		31
T Mezz	2		7		9
Secom				13	13
SP+ Service <sup>2</sup>				52	52
HRPT Other				96	96
HRPT Fleet AWID				99	99
HRPT Door <sup>3</sup>				114	114
Suspension	116				116
Tenant Limit				13	13
Tenant Delivery				35	35
Frequent Parkers <sup>4</sup>	8		47		55
<b>Total</b>	<b>197</b>	<b>447</b>	<b>686</b>	<b>494</b>	<b>1,824</b>
<b>Notes:</b>					
1 - PEP = 31, Contractor = 10, SP+ Employees = 7, HRPT Covid = 19, HRPT Other = 5					
2 - Cashier, Prepay, Roving, Road Service, Cold Start, Sign On					
3 - Access to Field Level Doors, No Parking Access					
4 - Customers Park in South Level 1, CCOF, NYU & Individuals					
* - 121 Accounts pay oversize surcharge					
* - Of the 1,330 Paid Monthly Accounts, 1,278 have either Credit Cards on File or ACH/EFT for monthly payments					
* - There are 494 No Charge active access cards					
* - All monthly parking payments/accounting is done by the Secom system					
* - Suspension Accounts Pay \$75/month to hold a garage space					

The Parking Garage is currently staffed over all shifts by fourteen (14) employees and one (1) salaried garage manager. See Table 4 below for a full breakdown of their title, hourly wage, date when such employee entered the Local 272 Union, and date when such employee started working at the Parking Garage.



**Table 4 – Parking Garage Employees**

Local 272 CBA Employees			
Union Date	Pier 40 Date	Position	Hourly Rate
01/01/04	01/01/04	Attendant	16.10
01/21/01	06/11/10	Foreman	22.70
02/25/12	05/02/14	Attendant	16.10
11/29/12	02/08/16	Foreman	20.70
Blank	Blank	Attendant	
06/26/17	12/12/18	Overnight Attendant	15.55
10/31/03	04/02/10	Attendant	15.75
02/24/17	10/29/18	Attendant	15.15
03/07/13	07/26/13	Foreman	20.70
Blank	Blank	Attendant	
7/17/12	11/07/16	Vacation Relief	20.35
08/17/18	05/27/19	Clerk	16.70
11/24/08	11/24/08	Attendant/Handyman	19.35
06/23/97	04/10/14	Attendant/Clerk	17.60
Blank	Blank	Overnight Attendant	
Blank	Blank	Event Foreman	

Due to Covid-19 issues, the current labor schedule has been reduced to a ten (10) person plus Manager schedule. As customers return and Event schedules re-start, the staffing will be increased to meet the demands of the Operations. The “Blank” positions in the above Table represent the positions temporarily removed from the schedule.

A detailed labor schedule is enclosed in the Management Agreement at Appendix G – Approved Staffing Schedule. There are 600 straight time scheduled hours and 15.0 scheduled overtime hours split among the three (3) foreman and two (2) overnight attendant. There is always a manager/foreman on duty and always a minimum of two (2) employees on duty at all times.

All attendants are required to have a valid drivers’ license as they will drive Trust owned vehicles.

All Attendants do janitorial maintenance, painting, and general “handy man” work in the parking facility.

The Parking Garage currently employs a security contractor. The security contractor has two (2) shifts daily with one (1) security guard per shift. The first shift starts at 4:00 p.m. and ends at 12:00 a.m. The second shift starts at 12:00 a.m. and ends at 8:00 a.m.

All utilities are provided by the Trust (e.g., electricity, water, internet, telephone, fuel, etc.) Moreover, the Trust services and maintains the Toro Workman vehicle and sweeper for the Parking Garage, and also provides gasoline for it. Respondent shall provide properly trained staff to operate both the Toro Workman vehicle and sweeper.

## 2. GENERAL PROPOSAL INFORMATION

### Minimum Qualifications

Each Respondent must demonstrate to the satisfaction of the Trust that it:

- a. Has been in the business of operating commercial parking garages in the New York City area, within a fifty mile radius of Times Square in Manhattan (“NYC Metro Area”) for a minimum of the last two (2) years prior to the date of this RFP;
- b. Has at least two (2) years of experience with parking garages of comparable size and demand;
- c. Has an office within the NYC Metro Area to address Human Resources and staffing/employment concerns.

Note: the above requirements may be waived at the sole and absolute discretion of the Trust.

## 3. SUBMISSION REQUIREMENTS

The Proposal must respond to the following items. Please label each response with the same letter as the item to which it is responding. Make each answer as complete as possible and provide the requested documentation in as much detail as possible.

Failure to completely respond to any item will be considered in making the selection. Although your organization may be national or international, it is the skills and knowledge of the local metropolitan organization that is of the utmost importance to the Trust.

Failure of a Respondent to make all required submissions may cause the Trust to consider the Proposal unacceptable. The following documents are to be submitted with the Proposal:

- a. A letter of transmittal addressed to Mr. Daniel P. Kurtz, the Trust’s Executive Vice President & Chief Financial Officer, which includes a statement by the Respondent accepting all terms, conditions and requirements contained in the RFP.
- b. A list of references and clients and client contact person’s information within the NYC Metro Area. (Maximum seven pages.)
- c. Description of the Respondent’s background/history in the NYC Metro Area. General background and parking garage operations experience of the Respondent, including history of the company, number of employees located within the NYC Metro Area, clients, and facilities managed. (Maximum seven pages.)
- d. Description of Respondent’s organizational structure and organizational chart. (Maximum three pages.)

- e. Résumés including the education and parking experience of the Respondent’s NYC metropolitan area administrative off-site senior manager / supervisor who will have management / oversight responsibility for this Parking Garage.
- f. Résumés listing the education and parking experience of the Respondent’s proposed on-site Parking Garage manager and parking supervisor(s) (or “Foreman”).
- g. Describe the experience of the Respondent in managing:
  - i. Secom NetAdmin system or PARCS of similar kind with full on-site monthly Accounts Receivable Positive Posting
  - ii. Automatic credit card on file monthly payments
  - iii. Nesting, nest within a nest
  - iv. Customer web access to their accounts.
  - v. LPR system
  - vi. Include system / facility name, number of monthly accounts maintained, and level of Secom experience or PARCS of similar kind with each system referenced. (Maximum seven pages.)
- h. A proposed Management Fee whereby the Respondent is paid a monthly management fee (if any) and operates under a budget approved by the Trust.
  - i. Include a clear strategy for increased profits (enhancing revenues and reducing expenses) while maintaining / improving existing operations and the highest customer service levels;
  - ii. Discuss competitive area garages and their impact on the Parking Garage’s bottom line; and
  - iii. Discuss methods of increasing the Parking Garage’s permitted oversell ratio based on the vacancy factor versus capacity.
- i. A proposed Incentive Management Fee (“IMF”) based on the Net Operating Income (NOI) of the calendar year’s operating budget.
- j. A proposed alternate weekly staffing schedule if Respondent believes the current staffing schedule can be improved. (See Appendix G and Appendix H of the Management Agreement.) Such alternate weekly staffing schedule shall indicate the total number of on-site parking personnel required including the working manager and supervisor(s) assign to manage and operate the Parking Garage.
- k. Identification of any capital improvements or physical improvements that Respondent deems necessary for the success of the parking operation. This shall include the following:

- i. A program for maximizing Parking Garage capacity inclusive of re-striping (include an estimate for the maximum number of cars you believe can be parked in the facility while maintaining a self-park operation);
  - ii. A program for new painting, signage, and graphics for optimal visibility and travel as well as clear definition of different quadrants within the Parking Garage;
  - iii. A program for technological use to improve online presence and garage customer experience.
  - iv. All recommended improvements shall include their estimated costs and expected returns.
  
- l. A five-year projection of income and expenses for the operation of the Parking Garage. Include parking rate projections, projected activity levels, payroll information, cost of payroll related expenses and fringe benefits (with particular attention to the labor composition, to include: the hourly cost per individual, FICA, SUI, FUI, W/C, health insurance, and welfare/pension), and projection of operating expenses based on the budget line items shown in Appendix F of the Management Agreement.
  
- m. A description of Respondent's program of benefit days for employees (hourly and salaried), including holiday, vacation, personal, sick days, and comp time policy. (Maximum four pages.)
  
- n. A proposed marketing and advertising program to enhance parking revenues, and shall include a plan and accompanying costs for designing, fabricating and installing any necessary exterior or interior graphics. The Respondent's marketing plan shall include:
  - i. A recommended pricing strategy for maximizing Parking Garage revenues;
  - ii. A rate survey of nearby parking facilities; and
  - iii. A program designed to promote patronage of the Parking Garage among the various user groups (i.e., corporate/group users, residents, commuters, transient parking customers, etc.).
  
- o. A proposal of any hardware or software operating alternatives or amendments to the current Secom system or a full replacement of the current Secom system that would benefit the Parking Garage on a long-term basis. (See Appendix J of the Management Agreement for a list of current hardware and software installed at the facility.)
  
- p. An evaluation of the existing security systems and any recommendations for maintaining Parking Garage security at a standard consistent with parking industry best practices for a major metropolitan area.
  
- q. A full description of the Respondent's employee policies, including:
  - i. Fringe benefits granted to employees and their cost to the Trust;

- ii. Job descriptions for all classifications of employees expected to be assigned to the Parking Garage;
  - iii. Affirmative action and equal employment opportunity policies;
  - iv. Recruitment, hiring and promotion practices;
  - v. Employee background checks; and
  - vi. Employee drug screening, initial; and ongoing.
- r. A description of how Respondent will secure and audit parking revenues from the facility (transient, monthly, and validation), including:
- i. Demonstrate in flow-chart form the handling of cash, including deposit confirmations;
  - ii. Demonstrate in flow-chart form the handling of credit card transactions, clearing house reconciliation, bank deposits and credit card information security;
  - iii. Describe the financial and statistical reporting process;
  - iv. The selected Respondent will be obligated to provide monthly reports in a format acceptable to the Trust, both electronically and in hard copy format. Accordingly, provide sample copies of all monthly operating statements to include budget, actual and prior year financial information; and
  - v. Describe web-based reporting capabilities, including applicable sample screen shots.
- s. Describe Respondent's insurance program and detail costs for and confirm compliance with the insurance coverage as specified in the Management Agreement at Exhibit L.
- i. Discuss the Respondent's insurance claim experience; claim handling and reporting procedures, and customer response program; and
  - ii. Before assuming operations of the Parking Garage, the successful Respondent shall furnish the Trust with a certificate of insurance evidencing coverage as described in the Management Agreement.
- t. A checklist of Respondent's routine maintenance and housekeeping tasks and schedule for handling maintenance of the Parking Garage, including cleaning, routine painting, replacement of light bulbs, preventive maintenance, re-striping, and reporting maintenance problems to the Trust.
- u. All forms contained in Exhibits 3 and 4 attached to this RFP, including Doing Business Data Form; Disclosure of Non-Responsibility Determination; Non-Collusion Certification; Iran Divestment; Diversity Practices Questionnaire; Subcontractor Utilization Plan (including for MWBE and SDVOB); Equal Opportunity Policy Statement; and Certification of Policies Against Harassment & Discrimination.

## 4. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

**4.1 Proposal as Offer to Contract.** Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Management Agreement substantially in the form annexed hereto. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Management Agreement. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPort website at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and any other government review and approval forms. Respondent's proposal shall remain open for acceptance by the Trust and shall remain firm and binding upon the Respondent for at least sixty (60) days after the date on which the proposals are received by the Trust, except that the Trust may by written notice to the Respondent extend that date for an additional forty-five (45) days.

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

### **4.3 Contractor Requirements and Procedures for Participation by New York State Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.**

**4.3.1 New York State Law:** Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the Trust is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("M/WBEs") and the employment of minority group members and women in the performance of the Trust contracts.

**4.3.2 Business Participation Opportunities for MWBEs:** For purposes of this solicitation, the Trust hereby establishes an overall combined goal of **thirty percent (30%)** for MWBE participation. The Respondent must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Agreement. To that end, by submitting a response to this RFP, Respondent agrees that the Trust may withhold payment pursuant to any Agreement awarded as a result of this RFP pending receipt of the required M/WBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Trust will evaluate a Respondent's "good faith efforts," refer to 5 NYCRR § 142.8.

**4.3.3** Respondent understands that only sums paid to M/WBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be thirty percent (30%) of the total value of the contract.

**4.3.4** In accordance with 5 NYCRR § 142.13, Respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Management Agreement resulting from this RFP, such finding constitutes a breach of contract and the Trust may withhold payment as liquidated damages.

**4.3.5** By submitting a bid or proposal, Respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Trust.

**4.3.6** Additionally, Respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

A. A Subcontractor Utilization Plan with their proposal. If Respondent’s proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of MWBE Participation Goals in support of the proposed goal. Any modifications or changes to an accepted Subcontractor Utilization Plan after the contract award and during the term of the Agreement must be reported on a revised Subcontractor Utilization Plan and submitted to the Trust for review and approval. The Trust will review the submitted Subcontractor Utilization Plan and advise the respondent of the Trust acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, Respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Trust at Pier 40, 353 West Street, 2<sup>nd</sup> Floor Administration, New York, NY 10014, 212-627-2020, Attn.: General Counsel, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the respondent and direct the respondent to submit, within five (5) business days of notification from the Trust, additional information to cure the noted deficiency. Failure to cure noted deficiency in a timely manner may be grounds for disqualification of the proposal.

**4.3.7** The Trust may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an Subcontractor Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If the Trust determines that the respondent has failed to document good faith efforts.

**4.3.8** The successful respondent will be required to attempt to utilize, in good faith, any M/WBE identified within its Subcontractor Utilization Plan, during the performance of the Management Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the Management Agreement to the Trust, but must be made no later than prior to the submission of a request for final payment on the Management Agreement.

**4.3.9** The successful Respondent will be required to submit a monthly Subcontractor Utilization Plan to the Trust.

**4.3.10 Equal Employment Opportunity Requirements.** By submission of a proposal in response to this solicitation, Respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A. Respondent is required to ensure that it and any subcontractors undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Management Agreement; or (ii) employment outside of New York State.

**4.3.11** If awarded a contract, Respondent shall submit a Workforce Utilization Form EEO-101 and shall require each of its Subcontractors to submit a Workforce Utilization Form EEO-101, in such format as shall be required by the Trust on a monthly basis during the term of the Management Agreement. Further, pursuant to Article 15 of the Executive Law (the “NYS Human Rights Law”), Title 8 of the New York City Administrative Code, and all other State and Federal statutory and constitutional non-discrimination provisions, the Respondent and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics; military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note:** Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the contract, leading to the withholding of funds, suspension or termination of the Management Agreement or such other actions or enforcement proceedings as allowed by the Management Agreement.

#### **4.4 SDVOB Requirements. Contractor Requirements and Procedures for Participation of Service Disabled Veteran-Owned Business.**

**4.4.1 SDVOB Requirements.** The Division of Service-Disabled Veterans' Business Development (“DSDVBD”) is housed within the New York State Office of General Services (“OGS”) and is tasked with promoting and encouraging the continuing economic development of Service-Disabled Veteran-Owned Businesses (“SDVOBs”). Through the DSDVBD, the State of New York aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. The Trust recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Trust contracts.

**4.4.2** In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Respondents are



expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

**4.4.3 New York State Law.** New York State Executive Law Article 17-B governs requirements for the participation of SDVOBs in New York State contracting. The objective of Article 17-B is to expand opportunities for SDVOBs, primarily through increased participation in New York State contracting. The DSDVBD maintains a Directory of NYS Certified SDVOBs. The directory is updated regularly with the addition of any newly certified SDVOBs or necessary changes requested by the listed SDVOBs or DSDVBD staff. State personnel and other interested parties may contact the DSDVBD and request they be added to a distribution list to receive the directory and its regular updates via email. The Directory of NYS Certified SDVOBs is also posted on the OGS website.

**4.4.4 Contract Goals.** The Trust hereby establishes an overall goal of **Six Percent (6%)** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Respondent should reference the directory of New York State Certified SDVOBs found at: <http://ogs.ny.gov/Core/SDVOBA.asp>. Additionally, following contract execution, the selected Consultant is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.

**4.4.5 SDVOB Utilization Plan.**

4.4.5.1 In accordance with 9 NYCRR § 252.2(i), Respondents are required to submit a completed SDVOB Utilization Plan on the Subcontractor Utilization Plan form attached hereto with their proposal. If Respondent's proposed Subcontractor Utilization Plan provides for less than the stated goal in the RFP, Respondents must also submit an Application for Waiver of SDVOB Goal in support of the proposed goal.

4.4.5.2 The Subcontractor Utilization Plan shall list the SDVOBs that the Respondent intends to use to perform the Management Agreement, a description of the work that the Respondent intends the SDVOB to perform to meet the goals on the contract, an estimate of the percentage of contract work the SDVOB will perform. By signing the Subcontractor Utilization Plan, Respondent acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Trust.

4.4.5.3 The Trust will review the submitted SDVOB Utilization Plan and advise the Respondent of its acceptance or issue a notice of deficiency within twenty (20) days of receipt.

4.4.5.4 If a notice of deficiency is issued, selected Respondent agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the Trust a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Trust to be inadequate, the Trust shall notify the

Respondent and direct the Respondent to submit, within five (5) business days of notification by the Trust, additional information to cure the noted deficiency. Failure to cure the noted deficiency in a timely manner may be grounds for disqualification of the proposal.

4.4.5.5 The Trust may disqualify a Respondent's proposal as being non-responsive under the following circumstances:

- (i) If a Respondent fails to submit an SDVOB Utilization Plan on the Subcontractor Utilization Plan Form;
- (ii) If a Respondent fails to submit a written remedy to a notice of deficiency;
- (iii) If a Respondent fails to submit a request for waiver; or
- (iv) If the Trust determines that the Respondent has failed to document good faith efforts.

4.4.5.6 If awarded a contract, Respondent shall certify that it will follow the approved Subcontractor Utilization Plan for the performance of SDVOBs on the Management Agreement pursuant to the prescribed SDVOB contract goals set forth in the Management Agreement.

4.4.5.7 Respondent further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the contract. Upon the occurrence of such a material breach, the Trust shall be entitled to any remedy provided herein, including but not limited to, a finding of Respondent's non-responsibility.

**4.4.6 Request for Waiver.** Prior to submission of a request for a partial or total waiver, Respondent shall speak to the Recipient at the Trust for guidance.

4.4.6.1 In accordance with 9 NYCRR § 252.2(m), a Respondent that is able to document good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Respondent may submit the request for waiver at the same time it submits its Subcontractor Utilization Plan. If the documentation included with the Respondent's waiver request is complete, the Trust shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

4.4.6.2 The selected Respondent shall attempt to utilize, in good faith, the SDVOBs identified within its Subcontractor Utilization Plan, during the performance of the Management Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the Management Agreement to the Trust, but must be made no later than prior to the submission of a request for final payment on the Management Agreement.

4.4.6.3 If the Trust, upon review of the Subcontractor Utilization Plan and Monthly SDVOB Compliance Report determines that Respondent is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Trust may issue a notice of deficiency to Respondent. Respondent must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

4.4.6.4 Waiver requests should be sent to the Trust.

**4.4.7 Good Faith Efforts.** In accordance with 9 NYCRR § 252.2(n), Respondent must document its good faith efforts toward utilizing SDVOBs on the Management Agreement and providing meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Management Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Respondent's solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Respondent, if any, scheduled by the Trust with certified SDVOBs whom the Trust determined were capable of fulfilling the SDVOB goals set in the Agreement.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

**4.4.8 Monthly SDVOB Contractor Compliance Report.** In accordance with 9 NYCRR § 252.2(q), the Respondent shall be required to report Monthly SDVOB Contractor Compliance to the Trust during the term of the Management Agreement for the preceding month's activity, documenting progress made towards achieving the SDVOB goals.

**4.4.9 Breach of Contract and Damages.** In accordance with 9 NYCRR § 252.2(s), any Respondent found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Management Agreement, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

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

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

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

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

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

**4.9 Protest Procedures.** The procedures set forth in Exhibit 5 of this RFP shall apply to all Protests related to this procurement. The Trust will not entertain any Protest that is untimely or fails in any manner to comply fully with the procedures set forth in Exhibit 5.

## **5. PASSPort (Formerly, VENDEX).**

The Procurement and Sourcing Solutions Portal (PASSPort) is the City's online portal which moves VENDEX online and makes it easier to submit and keep disclosure documents up-to-date. PASSPort will become the primary platform to do business with the City of New York. A selected Respondent must register on PASSPort with the Mayor's Office of Contracts for itself and Subcontractors for all contracts totaling \$100,000 or more. All contractors wishing to do business with the City and Hudson River Park Trust must create an account by clicking <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

## **6. INTERVIEWS**

Interviews may be held with any or all of the respondents after the receipt of proposals. Interviews with the Trust will be scheduled after its initial review of proposals.

## **7. SELECTION**

The Trust will review each respondent's proposal in its totality. The selected Respondent, if any, will be a Respondent whose proposal is most advantageous to the Trust's goals. See Part I for an explanation of the criteria upon which the Trust will base a selection.

**EXHIBIT 1**

**FORM OF PROPOSED PARKING GARAGE MANAGEMENT AGREEMENT**

**[Separately attached]**

**EXHIBIT 2**

<b>Transient Tickets</b>													
<b>2017</b>	2.5 Hrs	8.0 Hrs	24 Hrs	EB	Event	Misc.		Rental	Rental \$	Road Service	A/R	Grace	Total
Jan	346	280	376	2,095	138	92	10,351.00	0	0.00	18	1	75	3,421
Feb	330	365	398	1,658	550	70	9,239.00	0	0.00	28	1	65	3,465
Mar	609	709	525	1,694	525	90	8,849.00	5	187.00	36	2	102	4,297
Apr	722	695	437	1,466	417	80	9,752.00	0	0.00	24	5	135	3,981
May	588	694	515	1,539	1,492	87	9,685.00	0	0.00	48	5	164	5,132
Jun	575	702	644	1,663	2,221	109	11,059.00	119	6,307.00	26	7	141	6,207
Jul	346	465	537	1,223	2,756	88	10,197.00	98	7,752.00	9	1	122	5,645
Aug	330	443	473	1,543	3,150	92	10,536.00	34	1,819.00	19	4	120	6,208
Sep	636	630	564	1,835	1,785	93	10,672.00	120	6,137.00	15	1	124	5,803
Oct	601	567	453	1,822	976	85	8,488.00	2	136.00	15	2	115	4,638
Nov	451	478	370	1,870	458	79	8,590.00	0	0.00	16	1	64	3,787
Dec	309	448	410	1,673	750	111	9,847.00	39	2,312.00	18	2	54	3,814
<b>Total</b>	<b>4,558</b>	<b>5,122</b>	<b>4,403</b>	<b>14,634</b>	<b>14,005</b>	<b>824</b>	<b>88,826.00</b>	<b>412</b>	<b>24,463.00</b>	<b>190</b>	<b>28</b>	<b>1,039</b>	<b>45,215</b>

Transient Tickets													
2018	2.5 Hrs	8.0 Hrs	24 Hrs	EB	Event	Misc.		Rental	Rental\$	Road Service	A/R	Grace	Total
Jan	241	224	177	1,842	151	67	8,247.00	0	0.00	0	0	84	2,786
Feb	269	238	190	1,869	254	54	8,594.00	0	0.00	21	0	99	2,994
Mar	397	393	226	1,890	165	58	8,193.00	0	0.00	25	0	65	3,219
Apr	702	518	266	2,148	661	82	10,022.00	0	0.00	20	0	206	4,603
May	632	625	375	2,395	2,092	87	10,444.00	74	7,529.00	34	1	176	6,491
Jun	463	607	351	2,444	2,766	95	10,975.00	57	5,616.00	28	1	272	7,084
Jul	300	518	350	2,337	2,711	83	10,125.25	0	0.00	17	2	166	6,484
Aug	314	497	371	2,663	2,530	81	9,688.75	26	3,430.00	23	0	134	6,639
Sep	613	524	424	2,022	1,986	71	9,334.00	73	3,806.00	15	1	163	5,892
Oct	666	546	388	2,416	795	59	8,035.00	15	663.00	20	0	102	5,007
Nov	407	457	325	2,043	729	80	9,147.00	41	2,467.00	23	1	95	4,201
Dec	315	368	314	1,706	403	50	6,768.00	0	0.00	25	1	82	3,264
Total	5,319	5,515	3,757	25,775	15,243	867	109,573.00	286	23,511.00	251	7	1,644	58,664

Transient Tickets													
2019	3.0 Hrs	8.0 Hrs	24 Hrs	EB	Event	Misc.		Rental	Rental \$	Road Service	A/R	Grace	Total
Jan	335	339	194	2,012	99	46	600.00	0	0.00	23	5	87	3,140
Feb	293	284	143	1,526	168	34	0.00	0	0.00	21	0	56	2,525
Mar	645	454	239	1,522	214	37	40.00	0	0.00	31	0	73	3,215
Apr	701	458	260	1,660	1,064	46	13,480.00	0	0.00	23	0	99	4,311
May	677	580	278	2,176	2,152	60	0.00	56	0.00	21	1	149	6,150
Jun	583	596	335	2,336	3,081	78	2.00	24	0.00	10	19	257	7,319
Jul	365	500	240	2,560	2,019	47	5,120.00	97	340.00	41	2	175	6,046
Aug	321	428	271	2,551	2,836	65	40.00	22	0.00	33	1	150	6,678
Sep	852	567	263	2,731	2,063	56	0.00	98	0.00	38	1	177	6,846
Oct	709	559	252	2,884	753	47	320.00	0	0.00	43	0	113	5,360
Nov	584	392	173	2,509	443	50	0.00	25	0.00	39	8	81	4,304
Dec	315	368	314	1,706	403	50	6,768.00	0	0.00	25	1	82	3,264
Total	6,380	5,525	2,962	26,173	15,295	616	26,370.00	322	340.00	348	38	1,499	59,158



Transient Tickets													
2020	3.0 Hrs	8.0 Hrs	24 Hrs	EB	Event	Misc.		Rental	Rental \$	Road Service	A/R	Grace	Total
Jan	328	341	197	3,186	0	37	5,975	0	0	18	11	51	4,169
Feb	396	330	193	2,987	16	50	3,301	0	0	23	1	34	4,005
Mar	264	282	146	2,982	1	23	4,235	0	0	37	3	33	3,771
Apr	48	46	13	181	0	4	1,265	0	0	16	2	14	324
May	106	88	38	1,368	0	18	2,820	0	0	37	0	17	1,672
Jun	187	217	140	3,572	0	39	6,410	0	0	40	13	62	4,270
Jul	349	475	224	5,524	0	63	8,489	0	0	25	8	53	6,721
Aug													
Sep													
Oct													
Nov													
Dec													
<b>Total</b>	1,678	1,779	951	19,800	17	234	32,495	0	0	196	38	264	24,932

**EXHIBIT 2(A)****FY 2017 - Actual**

<b>Revenue</b>	<b>Apr-16</b>	<b>May-16</b>	<b>Jun-16</b>	<b>Jul-16</b>	<b>Aug-16</b>	<b>Sep-16</b>	<b>Oct-16</b>	<b>Nov-16</b>	<b>Dec-16</b>	<b>Jan-17</b>	<b>Feb-17</b>	<b>Mar-17</b>	<b>Total</b>
Transient	75,006.00	76,708.00	84,333.00	63,720.00	65,441.00	82,498.00	76,018.00	67,218.00	67,484.00	65,683.00	64,502.00	70,743.00	<b>\$859,354.00</b>
Monthly	523,996.62	557,433.44	544,746.60	547,887.56	554,967.68	563,545.46	559,289.74	543,481.21	547,619.18	527,023.00	569,137.00	569,279.66	<b>\$6,608,407.15</b>
Event	14,595.00	52,220.00	77,735.00	96,460.00	110,250.00	62,615.00	34,160.00	16,030.00	16,765.00	4,830.00	19,250.00	15,855.00	<b>\$520,765.00</b>
A/R Collected	187.00	0.00	4,250.00	2,057.00	7,752.00	0.00	0.00	6,273.00	0.00	0.00	0.00	0.00	<b>\$20,519.00</b>
Miscellaneous	2,150.00	3,405.00	2,220.00	2,530.00	3,320.00	2,460.00	2,100.00	1,760.00	1,790.00	1,966.23	1,720.00	1,530.00	<b>\$26,951.23</b>
<b>Sub-Total</b>	<b>615,934.62</b>	<b>689,766.44</b>	<b>713,284.60</b>	<b>712,654.56</b>	<b>741,730.68</b>	<b>711,118.46</b>	<b>671,567.74</b>	<b>634,762.21</b>	<b>633,658.18</b>	<b>599,502.23</b>	<b>654,609.00</b>	<b>657,407.66</b>	<b>\$8,035,996.38</b>
Aggregators Transient	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Aggregators MP	6,289.96	6,444.96	5,689.99	7,111.20	10,120.72	9,608.58	9,185.66	9,285.66	9,519.85	10,726.08	10,335.66	11,424.67	<b>\$105,742.99</b>
Monthly (HRPT Groups)	5,433.21	16,910.42	95,100.54	5,780.30	26,966.51	91,926.42	3,345.00	4,763.21	32,776.81	27,361.51	16,400.47	15,682.36	<b>\$342,446.76</b>
<b>Sub-Total</b>	<b>11,723.17</b>	<b>23,355.38</b>	<b>100,790.53</b>	<b>12,891.50</b>	<b>37,087.23</b>	<b>101,535.00</b>	<b>12,530.66</b>	<b>14,048.87</b>	<b>42,296.66</b>	<b>38,087.59</b>	<b>26,736.13</b>	<b>27,107.03</b>	<b>\$356,259.00</b>
<b>TOTAL</b>	<b>627,657.79</b>	<b>713,121.82</b>	<b>814,075.13</b>	<b>725,546.06</b>	<b>778,817.91</b>	<b>812,653.46</b>	<b>684,098.40</b>	<b>648,811.08</b>	<b>675,954.84</b>	<b>637,589.82</b>	<b>681,345.13</b>	<b>684,514.69</b>	<b>\$6,480,736.49</b>
<b>Expenses</b>	<b>Apr-15</b>	<b>May-15</b>	<b>Jun-15</b>	<b>Jul-15</b>	<b>Aug-15</b>	<b>Sep-15</b>	<b>Oct-15</b>	<b>Nov-15</b>	<b>Dec-15</b>	<b>Jan-15</b>	<b>Feb-15</b>	<b>Mar-15</b>	<b>Total</b>
Payroll - Direct	43,932.31	36,237.27	36,750.66	46,033.36	36,728.62	45,154.40	36,743.69	36,158.01	41,721.68	35,106.26	34,606.71	42,985.40	<b>\$472,158.37</b>
Payroll Taxes	4,391.15	3,226.25	2,217.44	3,663.43	2,918.65	3,590.19	2,956.65	2,881.81	3,338.34	3,947.91	3,872.34	3,842.43	<b>\$40,846.59</b>
Pension	1,829.26	1,615.16	1,500.47	1,953.95	1,410.53	1,843.09	1,502.59	1,530.58	973.68	1,490.13	1,503.76	1,923.00	<b>\$19,076.20</b>
Workers Comp	1,300.40	1,070.97	1,087.82	1,362.59	1,087.17	1,336.57	1,087.61	1,070.28	1,234.96	1,039.15	1,024.35	1,272.36	<b>\$13,974.23</b>
Health Welfare	4,329.67	3,587.03	3,635.34	4,650.43	3,773.05	4,711.86	3,996.86	3,891.24	4,487.21	3,847.58	3,716.36	5,152.98	<b>\$49,779.61</b>
Garage Liability Insurance	5,784.27	5,784.27	5,784.27	5,784.27	5,784.27	5,784.27	5,784.27	5,784.27	5,784.27	6,185.16	6,185.16	6,075.00	<b>\$70,503.75</b>
Garage Supplies	102.70	1,731.90	1,218.44	2,751.81	233.97	208.22	769.33	0.00	2,286.95	10.72	1,137.01	1,342.20	<b>\$11,793.25</b>
Postage	31.14	16.89	16.98	(14.33)	17.18	34.12	0.00	17.10	34.32	28.91	19.06	19.10	<b>\$220.47</b>
Office Supplies	83.00	107.00	2,706.73	1,080.24	1,307.64	374.48	0.00	1,360.85	1,774.16	0.00	1,387.91	1,155.73	<b>\$11,337.74</b>
Signs	44.00	0.00	0.00	0.00	234.00	165.00	0.00	0.00	0.00	187.41	2,496.50	0.00	<b>\$3,126.91</b>
Forms, Printing, Tickets & Receipts	963.41	0.00	0.00	435.00	0.00	0.00	0.00	0.00	963.41	0.00	223.00	1,193.00	<b>\$3,777.82</b>
Uniforms	0.00	751.69	534.44	646.84	(30.57)	0.00	(131.69)	212.39	2,757.72	738.62	1,451.26	3,103.84	<b>\$10,034.54</b>
Garage Repairs/Maintenance	353.94	0.00	0.00	1,674.21	481.29	0.00	0.00	30,790.25	1,946.40	10,915.46	4,020.42	9,838.20	<b>\$60,020.17</b>
Equipment Repairs/Maintenance	1,179.00	745.09	1,252.00	510.00	2,674.10	510.00	260.00	760.00	584.84	250.00	38,209.36	475.00	<b>\$47,409.39</b>
Damage Claims	1,000.00	218.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$1,218.00</b>
Parking Sales Tax	82,334.50	93,425.31	107,713.93	97,319.45	102,098.27	97,634.70	90,907.83	85,773.49	85,221.10	80,314.80	88,571.25	88,126.75	<b>\$1,099,441.38</b>
Security	12,409.80	0.00	24,933.95	6,209.98	12,679.98	18,109.66	18,693.14	0.00	22,350.68	10,270.49	51,164.43	20,754.49	<b>\$197,576.60</b>

Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	699.66	0.00	<b>\$699.66</b>
Bank Charges	27.63	26.37	27.62	26.38	14.18	26.70	24.40	26.72	25.05	24.91	29.92	24.91	<b>\$304.79</b>
Miscellaneous	576.05	0.00	263.00	250.00	250.00	0.00	125.00	0.00	363.00	250.00	69.77	600.00	<b>\$2,746.82</b>
Management Fee	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	6,437.50	<b>\$77,250.00</b>
<b>Total Expenses</b>	<b>167,109.73</b>	<b>154,980.70</b>	<b>196,080.59</b>	<b>180,775.11</b>	<b>178,099.83</b>	<b>185,920.76</b>	<b>169,157.18</b>	<b>176,694.49</b>	<b>182,285.27</b>	<b>161,045.01</b>	<b>246,825.73</b>	<b>194,321.89</b>	<b>\$2,193,296.29</b>

**FY 2018 - Actual**

<b>Revenue</b>	<b>Apr-17</b>	<b>May-17</b>	<b>Jun-17</b>	<b>Jul-17</b>	<b>Aug-17</b>	<b>Sep-17</b>	<b>Oct-17</b>	<b>Nov-17</b>	<b>Dec-17</b>	<b>Jan-18</b>	<b>Feb-18</b>	<b>Mar-18</b>	<b>Total</b>
Transient	75,881.00	84,466.00	93,054.00	73,301.00	82,422.00	91,021.00	88,397.00	75,978.00	71,162.88	55,614.00	57,594.00	65,912.00	<b>\$914,802.88</b>
Monthly	569,320.43	579,792.73	569,487.32	564,432.15	562,342.65	654,162.87	579,391.16	574,618.18	567,160.81	558,707.18	595,671.62	559,273.02	<b>\$6,934,360.12</b>
Event	28,070.00	66,325.00	80,290.00	89,880.00	88,620.00	70,280.00	30,485.00	18,340.00	7,350.00	5,040.00	8,890.00	5,775.00	<b>\$499,345.00</b>
A/R Collected	0.00	0.00	8,632.00	0.00	5,824.00	0.00	0.00	0.00	2,965.00	0.00	0.00	0.00	<b>\$17,421.00</b>
Miscellaneous	1,780.00	2,345.00	2,915.00	2,780.00	1,860.00	2,340.00	2,280.00	1,940.00	1,520.00	1,680.00	1,420.00	1,540.00	<b>\$24,400.00</b>
<b>Sub-Total</b>	<b>675,051.43</b>	<b>732,928.73</b>	<b>754,378.32</b>	<b>730,393.15</b>	<b>741,068.65</b>	<b>817,803.87</b>	<b>700,553.16</b>	<b>670,876.18</b>	<b>650,158.69</b>	<b>621,041.18</b>	<b>663,575.62</b>	<b>632,500.02</b>	<b>\$8,390,329.00</b>
Aggregators Transient	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Aggregators MP	10,140.56	10,963.06	10,450.56	10,963.86	8,863.86	8,092.25	8,349.75	8,092.25	7,017.25	7,017.25	7,362.25	7,362.25	<b>\$104,675.15</b>
Monthly (HRPT Groups)	0.00	29,892.78	15,305.42	19,082.36	17,004.00	8,612.21	18,059.73	28,359.74	2,306.22	14,603.32	16,991.32	32,737.27	<b>\$202,954.37</b>
<b>Sub-Total</b>	<b>10,140.56</b>	<b>40,855.84</b>	<b>25,755.98</b>	<b>30,046.22</b>	<b>25,867.86</b>	<b>16,704.46</b>	<b>26,409.48</b>	<b>36,451.99</b>	<b>9,323.47</b>	<b>21,620.57</b>	<b>24,353.57</b>	<b>40,099.52</b>	<b>\$221,555.86</b>
<b>TOTAL</b>	<b>685,191.99</b>	<b>773,784.57</b>	<b>780,134.30</b>	<b>760,439.37</b>	<b>766,936.51</b>	<b>834,508.33</b>	<b>726,962.64</b>	<b>707,328.17</b>	<b>659,482.16</b>	<b>642,661.75</b>	<b>687,929.19</b>	<b>672,599.54</b>	<b>\$6,694,768.04</b>

<b>Expenses</b>	<b>Apr-17</b>	<b>May-17</b>	<b>Jun-17</b>	<b>Jul-17</b>	<b>Aug-17</b>	<b>Sep-17</b>	<b>Oct-17</b>	<b>Nov-17</b>	<b>Dec-17</b>	<b>Jan-18</b>	<b>Feb-18</b>	<b>Mar-18</b>	<b>Total</b>
Payroll - Direct	35,399.10	36,475.99	50,744.06	40,458.36	39,293.47	45,542.26	35,048.51	38,029.53	48,461.51	38,321.54	41,184.64	51,394.81	<b>\$500,353.78</b>
Payroll Taxes	3,204.94	3,137.32	4,054.82	3,229.62	3,152.65	3,672.47	2,793.50	3,032.66	3,876.98	4,006.04	4,259.12	4,471.38	<b>\$42,891.50</b>
Pension	1,507.51	1,508.46	2,155.91	1,852.62	1,691.35	1,938.98	1,527.11	1,754.91	1,793.22	1,811.15	1,843.89	2,034.10	<b>\$21,419.21</b>
Workers Comp	1,047.81	1,079.68	1,502.02	1,197.54	1,163.10	1,348.07	1,037.45	1,125.68	1,436.76	1,134.32	1,219.05	1,521.30	<b>\$14,812.78</b>
Health Welfare	4,210.39	4,351.59	6,482.53	4,776.36	4,389.36	5,041.46	4,086.74	4,426.97	5,022.12	4,515.39	4,463.12	5,852.91	<b>\$57,618.94</b>
Garage Liability Insurance	6,075.00	5,831.25	5,831.25	5,831.25	5,831.25	5,831.25	5,831.25	5,831.25	5,831.25	5,458.05	5,458.05	5,458.05	<b>\$69,099.15</b>
Garage Supplies	712.83	1,562.37	1,103.78	3,146.45	1,994.29	1,861.32	2,434.66	545.71	6,057.25	566.50	1,331.98	3,457.10	<b>\$24,774.24</b>
Postage	19.01	19.01	18.97	18.83	710.94	18.37	18.98	18.50	18.58	19.30	19.43	19.34	<b>\$919.26</b>
Office Supplies	580.43	107.00	144.09	1,579.09	569.94	561.90	980.74	716.80	588.31	209.17	680.32	314.97	<b>\$7,032.76</b>
Signs	0.00	0.00	382.50	0.00	3,889.16	2,298.60	0.00	0.00	846.70	786.90	1,127.46	2,147.50	<b>\$11,478.82</b>
Forms, Printing, Tickets & Receipts	0.00	0.00	0.00	691.84	(691.84)	446.48	0.00	962.02	0.00	0.00	0.00	1,744.84	<b>\$3,153.34</b>
Uniforms	228.47	0.00	0.00	0.00	0.00	0.00	3,727.16	787.29	430.12	2,336.81	0.00	0.00	<b>\$7,509.85</b>
Garage Repairs/Maintenance	326.82	600.00	10,956.37	250.00	510.00	0.00	0.00	0.00	4,004.78	250.00	3,616.50	4,394.41	<b>\$24,908.88</b>

Equipment Repairs/Maintenance	594.31	369.31	0.00	16,860.83	13,423.06	3,757.00	4,017.00	3,707.63	428.00	4,960.92	4,159.83	25,649.26	<b>\$77,927.15</b>
Damage Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Parking Sales Tax	89,845.81	98,767.47	102,660.86	99,468.12	102,696.32	113,212.42	95,032.30	89,108.26	85,982.89	81,722.66	88,605.51	84,143.02	<b>\$1,131,245.64</b>
Security	20,517.72	6,222.69	26,672.93	29,554.10	26,513.85	33,054.64	19,812.05	52,475.85	19,688.13	38,903.03	26,273.39	19,792.38	<b>\$319,480.76</b>
Advertising	0.00	0.00	0.00	390.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$390.00</b>
Bank Charges	36.59	24.91	26.58	24.92	24.92	26.59	24.92	26.59	24.92	24.92	29.92	24.93	<b>\$320.71</b>
Miscellaneous	0.00	0.00	275.00	300.00	0.00	495.00	0.00	0.00	1,235.08	1,180.00	630.00	1,453.00	<b>\$5,568.08</b>
Management Fee	6,630.63	6,630.62	6,630.62	6,630.63	6,630.62	6,630.63	6,630.62	6,630.63	6,630.62	6,630.63	6,630.62	6,630.63	<b>\$79,567.50</b>
<b>Total Expenses</b>	<b>170,937.37</b>	<b>166,687.67</b>	<b>219,642.29</b>	<b>216,260.56</b>	<b>211,792.44</b>	<b>225,737.44</b>	<b>183,002.99</b>	<b>209,180.28</b>	<b>192,357.22</b>	<b>192,837.33</b>	<b>191,532.83</b>	<b>220,503.93</b>	<b>\$2,400,472.35</b>

**FY 2019 - Actual**

<b>Revenue</b>	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	<b>Total</b>
Transient	82,094.00	92,920.00	89,529.00	81,441.25	86,226.00	84,318.00	90,167.00	77,663.00	58,894.00	70,141.20	53,358.00	68,672.24	<b>\$935,423.69</b>
Monthly	575,949.89	561,265.01	572,406.97	560,991.24	639,705.72	600,165.66	572,835.79	603,917.15	607,756.36	604,921.73	621,993.58	598,085.77	<b>\$7,119,994.87</b>
Event	23,170.00	72,940.00	96,810.00	94,885.00	88,550.00	69,510.00	27,825.00	25,515.00	14,105.00	3,560.00	6,720.00	8,560.00	<b>\$532,150.00</b>
A/R Collected	0.00	0.00	0.00	7,327.00	0.00	0.00	5,525.00	0.00	5,525.00	2,074.00	0.00	0.00	<b>\$20,451.00</b>
Miscellaneous	2,440.00	1,840.00	2,420.00	1,940.36	2,743.75	2,160.00	1,860.00	2,240.00	1,600.00	1,680.00	1,400.00	1,640.00	<b>\$23,964.11</b>
<b>Sub-Total</b>	<b>683,653.89</b>	<b>728,965.01</b>	<b>761,165.97</b>	<b>746,584.85</b>	<b>817,225.47</b>	<b>756,153.66</b>	<b>698,212.79</b>	<b>709,335.15</b>	<b>687,880.36</b>	<b>682,376.93</b>	<b>683,471.58</b>	<b>676,958.01</b>	<b>\$8,631,983.67</b>
Aggregators Transient	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Aggregators MP	7,362.25	7,362.25	6,354.82	6,354.82	6,354.82	6,354.82	6,354.82	6,069.82	5,374.82	6,322.25	6,322.25	6,322.25	<b>\$76,909.99</b>
Monthly (HRPT Groups)	12,397.10	3,280.00	9,015.66	2,991.22	51,494.62	14,287.73	3,074.96	26,459.28	2,408.82	2,408.82	4,237.56	41,776.44	<b>\$173,832.21</b>
<b>Sub-Total</b>	<b>19,759.35</b>	<b>10,642.25</b>	<b>15,370.48</b>	<b>9,346.04</b>	<b>57,849.44</b>	<b>20,642.55</b>	<b>9,429.78</b>	<b>32,529.10</b>	<b>7,783.64</b>	<b>8,731.07</b>	<b>10,559.81</b>	<b>48,098.69</b>	<b>\$183,352.63</b>
<b>TOTAL</b>	<b>703,413.24</b>	<b>739,607.26</b>	<b>776,536.45</b>	<b>755,930.89</b>	<b>875,074.91</b>	<b>776,796.21</b>	<b>707,642.57</b>	<b>741,864.25</b>	<b>695,664.00</b>	<b>691,108.00</b>	<b>694,031.39</b>	<b>725,056.70</b>	<b>\$6,772,529.78</b>

<b>Expenses</b>	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	<b>Total</b>
Payroll - Direct	39,653.13	42,421.15	55,988.57	50,778.21	51,452.14	41,437.70	41,176.87	49,671.00	41,977.68	43,311.95	44,955.33	52,964.46	<b>\$555,788.19</b>
Payroll Taxes	3,494.71	3,461.42	4,496.10	4,063.96	4,105.51	3,306.13	3,283.46	3,961.92	3,345.34	4,345.02	4,476.84	5,013.85	<b>\$47,354.26</b>
Pension	1,672.08	1,825.09	2,441.55	1,855.38	2,613.20	1,826.79	1,841.13	2,107.25	1,706.81	1,571.68	1,765.79	2,211.83	<b>\$23,438.58</b>
Workers Comp	1,173.73	1,255.67	1,657.28	1,503.03	1,522.99	1,226.56	1,218.83	1,470.27	1,244.99	1,282.03	1,330.67	1,567.75	<b>\$16,453.80</b>
Health Welfare	4,719.62	5,047.44	6,537.06	5,620.27	6,752.96	4,898.33	4,933.06	6,088.78	4,806.53	4,452.61	5,451.15	7,031.67	<b>\$66,339.48</b>
Garage Liability Insurance	5,608.20	5,608.20	5,608.20	5,608.20	5,608.20	5,608.20	5,608.20	5,608.20	5,608.20	6,281.67	6,281.67	6,172.17	<b>\$69,209.31</b>
Garage Supplies	3,649.30	2,439.13	2,542.93	4,014.44	3,355.58	1,289.63	5,961.40	2,587.81	2,106.93	691.00	17.99	513.30	<b>\$29,169.44</b>
Postage	19.43	19.57	19.62	44.57	19.67	19.57	19.75	745.81	19.43	24.72	55.68	21.57	<b>\$1,029.39</b>
Office Supplies	704.96	892.78	692.26	981.90	147.00	924.76	845.06	256.16	1,305.24	934.18	1,573.49	704.99	<b>\$9,962.78</b>
Signs	0.00	1,559.40	131.70	1,488.25	0.00	955.15	0.00	1,990.60	1,202.90	1,368.75	345.00	547.25	<b>\$9,589.00</b>

Forms, Printing, Tickets & Receipts	0.00	378.00	862.16	0.00	0.00	380.65	1,041.03	0.00	489.00	0.00	0.00	410.00	<b>\$3,560.84</b>
Uniforms	0.00	0.00	0.00	0.00	0.00	1,720.67	4,560.10	600.40	0.00	139.95	3,938.61	726.47	<b>\$11,686.20</b>
Garage Repairs/Maintenance	625.00	5,702.60	7,727.56	13,755.60	2,210.42	1,888.49	1,255.00	605.00	550.00	3,225.00	7,540.00	550.00	<b>\$45,634.67</b>
Equipment Repairs/Maintenance	4,799.83	5,317.23	8,682.75	4,882.00	7,197.91	893.00	5,720.35	5,310.29	8,413.28	361.78	4,322.00	4,017.00	<b>\$59,917.42</b>
Damage Claims	0.00	1,000.00	0.00	1,000.30	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	<b>\$4,000.30</b>
Parking Sales Tax	90,880.95	99,666.71	102,523.27	101,625.63	113,029.15	104,042.69	94,820.12	95,223.67	90,920.16	90,316.88	90,338.18	89,216.34	<b>\$1,162,603.75</b>
Security	0.00	16,514.02	26,258.45	46,233.87	56,041.42	6,720.84	33,413.57	0.00	100,246.73	6,432.24	8,596.39	52,907.25	<b>\$353,364.78</b>
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Bank Charges	26.59	84.93	26.60	44.93	44.93	(133.24)	(181.67)	(173.47)	(181.93)	76.62	79.57	76.82	<b>(\$209.32)</b>
Miscellaneous	190.00	360.00	1,380.00	0.00	0.00	0.00	0.00	675.00	0.00	470.24	1,401.45	3,050.00	<b>\$7,526.69</b>
Management Fee	6,829.84	6,829.24	6,829.54	6,829.54	6,829.54	6,829.54	6,829.55	6,829.54	6,829.54	6,829.54	6,829.54	6,829.54	<b>\$81,954.49</b>
<b>Total Expenses</b>	<b>164,047.37</b>	<b>200,382.58</b>	<b>234,405.60</b>	<b>250,330.08</b>	<b>260,930.62</b>	<b>183,835.46</b>	<b>212,345.81</b>	<b>183,558.23</b>	<b>271,590.83</b>	<b>172,115.86</b>	<b>189,299.35</b>	<b>235,532.26</b>	<b>\$2,558,374.05</b>

**FY 2020 - Actual**

<b>Revenue</b>	<b>Apr-19</b>	<b>May-19</b>	<b>Jun-19</b>	<b>Jul-19</b>	<b>Aug-19</b>	<b>Sep-19</b>	<b>Oct-19</b>	<b>Nov-19</b>	<b>Dec-19</b>	<b>Jan-20</b>	<b>Feb-20</b>	<b>Mar-20</b>	<b>Total</b>
Transient	74,755.00	98,575.00	100,431.10	84,509.00	91,265.00	110,328.99	101,641.01	81,547.10	79,919.00	88,957.80	85,855.00	81,222.00	<b>\$1,079,006.00</b>
Monthly	588,785.66	600,439.57	581,506.73	583,775.34	575,139.55	596,654.26	604,769.43	571,152.19	548,391.95	593,753.82	530,573.51	546,011.73	<b>\$6,920,953.74</b>
Event	42,560.00	73,840.00	126,560.00	77,440.00	113,440.00	82,520.00	30,120.00	17,720.00	10,080.00	0.00	640.00	40.00	<b>\$574,960.00</b>
A/R Collected	0.00	0.00	4,673.00	1,462.00	5,916.00	8,568.00	0.00	0.00	0.00	10,574.40	0.00	0.00	<b>\$31,193.40</b>
Miscellaneous	1,480.00	2,580.00	2,900.00	2,080.00	1,960.00	2,460.00	2,040.00	1,520.00	1,500.00	1,760.00	1,480.00	1,800.00	<b>\$23,560.00</b>
<b>Sub-Total</b>	<b>707,580.66</b>	<b>775,434.57</b>	<b>816,070.83</b>	<b>749,266.34</b>	<b>787,720.55</b>	<b>800,531.25</b>	<b>738,570.44</b>	<b>671,939.29</b>	<b>639,890.95</b>	<b>695,046.02</b>	<b>618,548.51</b>	<b>629,073.73</b>	<b>\$8,629,673.14</b>
Aggregators Transient	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Aggregators MP	6,322.25	6,322.25	6,322.25	6,322.25	6,597.25	4,837.62	4,837.62	4,837.62	4,837.62	6,021.65	17,808.85	6,187.49	<b>\$81,254.72</b>
Monthly (HRPT Groups)	16,672.19	14,994.86	16,648.90	17,348.90	17,130.42	16,231.60	13,981.81	18,868.94	17,928.94	61,519.69	33,011.46	17,848.94	<b>\$262,186.65</b>
<b>Sub-Total</b>	<b>22,994.44</b>	<b>21,317.11</b>	<b>22,971.15</b>	<b>23,671.15</b>	<b>23,727.67</b>	<b>21,069.22</b>	<b>18,819.43</b>	<b>23,706.56</b>	<b>22,766.56</b>	<b>67,541.34</b>	<b>50,820.31</b>	<b>24,036.43</b>	<b>\$343,441.37</b>
<b>TOTAL</b>	<b>730,575.10</b>	<b>796,751.68</b>	<b>839,041.98</b>	<b>772,937.49</b>	<b>811,448.22</b>	<b>821,600.47</b>	<b>757,389.87</b>	<b>695,645.85</b>	<b>662,657.51</b>	<b>762,587.36</b>	<b>669,368.82</b>	<b>653,110.16</b>	<b>\$8,973,114.51</b>

<b>Expenses</b>	<b>Apr-19</b>	<b>May-19</b>	<b>Jun-19</b>	<b>Jul-19</b>	<b>Aug-19</b>	<b>Sep-19</b>	<b>Oct-19</b>	<b>Nov-19</b>	<b>Dec-19</b>	<b>Jan-20</b>	<b>Feb-20</b>	<b>Mar-20</b>	<b>Total</b>
Payroll - Direct	43,023.49	56,774.56	45,922.68	47,100.58	56,201.30	47,082.38	43,530.25	62,907.04	48,171.44	59,587.95	44,599.80	48,431.53	<b>\$603,333.00</b>
Payroll Taxes	3,785.66	4,596.74	3,488.63	3,733.00	4,455.52	3,723.29	3,454.38	4,572.84	3,815.63	5,904.35	4,414.04	4,432.13	<b>\$50,376.21</b>
Pension	1,713.62	2,200.10	1,696.90	1,670.87	2,000.01	1,571.28	1,630.32	2,070.04	1,699.05	2,137.33	1,632.44	2,056.43	<b>\$22,078.39</b>
Workers Comp	1,273.50	1,680.53	1,359.34	1,394.19	1,663.56	1,393.64	1,288.49	1,686.95	1,426.58	1,763.77	1,320.17	1,433.57	<b>\$17,684.29</b>
Health Welfare	5,648.08	7,132.77	5,387.92	6,160.61	7,202.83	6,321.28	5,622.81	8,179.09	6,390.51	6,406.03	5,875.11	6,653.98	<b>\$76,981.02</b>
Garage Liability Insurance	6,172.17	6,172.17	6,172.17	6,172.17	6,172.17	6,172.17	6,172.17	6,172.17	6,172.17	6,056.91	6,056.91	6,056.91	<b>\$73,720.26</b>

Garage Supplies	1,845.80	309.86	136.73	13.12	1,349.06	1,226.47	852.36	814.32	1,601.62	2,608.48	409.66	2,830.13	<b>\$13,997.61</b>
Postage	21.62	50.94	21.52	21.52	21.52	21.42	54.32	21.47	21.47	35.81	27.26	27.33	<b>\$346.20</b>
Office Supplies	399.64	0.00	565.90	503.85	807.15	59.00	819.06	973.16	356.81	1,373.74	725.21	1,909.20	<b>\$8,492.72</b>
Signs	217.29	1,249.25	318.75	0.00	0.00	0.00	0.00	0.00	355.55	1,546.25	897.70	353.35	<b>\$4,938.14</b>
Forms, Printing, Tickets & Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	544.20	1,491.40	<b>\$2,035.60</b>
Uniforms	0.00	1,340.83	1,330.69	(925.12)	178.93	2,349.93	2,948.70	561.33	657.83	0.00	86.43	12,418.98	<b>\$20,948.53</b>
Garage Repairs/Maintenance	480.00	4,968.45	1,468.76	(1,228.07)	5,765.36	600.00	1,961.92	1,459.40	2,575.78	600.00	868.26	9,042.10	<b>\$28,561.96</b>
Equipment Repairs/Maintenance	5,856.13	3,978.86	4,017.00	5,655.21	4,017.00	4,955.95	3,757.00	4,017.00	4,277.00	3,757.00	4,017.00	8,034.00	<b>\$56,339.15</b>
Damage Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Parking Sales Tax	94,261.27	104,117.96	112,291.99	100,167.15	106,439.61	108,216.33	99,603.68	91,694.56	88,306.73	90,323.67	85,485.36	82,823.78	<b>\$1,163,732.09</b>
Security	25,219.59	18,864.89	31,722.43	37,906.95	19,493.24	18,721.61	25,264.62	37,953.32	37,508.35	12,701.50	38,052.50	25,406.08	<b>\$328,815.08</b>
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>\$0.00</b>
Bank Charges	76.84	76.87	79.82	76.96	79.92	77.04	77.07	77.09	80.03	77.14	80.08	77.19	<b>\$936.05</b>
Miscellaneous	0.00	300.00	0.00	0.00	317.50	300.00	162.01	642.46	179.00	0.00	0.00	0.00	<b>\$1,900.97</b>
Management Fee	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	7,034.44	<b>\$84,413.28</b>
<b>Total Expenses</b>	<b>197,029.14</b>	<b>220,849.22</b>	<b>223,015.67</b>	<b>215,457.43</b>	<b>223,199.12</b>	<b>209,826.23</b>	<b>204,233.60</b>	<b>230,836.68</b>	<b>210,629.99</b>	<b>201,914.37</b>	<b>202,126.57</b>	<b>220,512.53</b>	<b>\$2,559,630.55</b>

**FY 2021 - Actual**

<b>Revenue</b>	<b>Apr-20</b>	<b>May-20</b>	<b>Jun-20</b>	<b>Jul-20</b>	<b>Aug-20</b>	<b>Sep-20</b>	<b>Oct-20</b>	<b>Nov-20</b>	<b>Dec-20</b>	<b>Jan-21</b>	<b>Feb-21</b>	<b>Mar-21</b>	<b>Total</b>
Transient	7,629.00	32,802.15	90,828.00	148,638.00									<b>\$279,897.15</b>
Monthly	459,079.29	437,047.23	432,452.85	469,105.86									<b>\$1,797,685.23</b>
Event	0.00	0.00	0.00	0.00									<b>\$0.00</b>
A/R Collected	0.00	0.00	0.00	0.00									<b>\$0.00</b>
Miscellaneous	360.00	1,300.00	1,700.00	2,600.00									<b>\$5,960.00</b>
<b>Sub-Total</b>	<b>467,068.29</b>	<b>471,149.38</b>	<b>524,980.85</b>	<b>620,343.86</b>									<b>\$2,083,542.38</b>
Aggregators Transient	0.00	0.00	0.00	0.00									<b>\$0.00</b>
Aggregators MP	5,904.24	3,932.62	3,587.62	3,219.31									<b>\$16,643.79</b>
Monthly (HRPT Groups)	882.79	34,413.88	3,267.94	20,795.89									<b>\$59,360.50</b>
<b>Sub-Total</b>	<b>6,787.03</b>	<b>38,346.50</b>	<b>6,855.56</b>	<b>24,015.20</b>									<b>\$76,004.29</b>
<b>TOTAL</b>	<b>473,855.32</b>	<b>509,495.88</b>	<b>531,836.41</b>	<b>644,359.06</b>									<b>\$2,159,546.67</b>
<b>Expenses</b>	<b>Apr-20</b>	<b>May-20</b>	<b>Jun-20</b>	<b>Jul-20</b>	<b>Aug-19</b>	<b>Sep-19</b>	<b>Oct-19</b>	<b>Nov-19</b>	<b>Dec-19</b>	<b>Jan-20</b>	<b>Feb-20</b>	<b>Mar-20</b>	<b>Total</b>
Payroll - Direct	41,534.76	42,118.92	39,781.27	51,439.92									<b>\$174,874.87</b>
Payroll Taxes	3,590.37	3,422.23	3,179.56	4,106.33									<b>\$14,298.49</b>
Pension	1,448.63	1,587.66	1,574.31	2,133.54									<b>\$6,744.14</b>

Workers Comp	1,229.44	1,246.71	1,177.54	1,522.62										<b>\$5,176.31</b>
Health Welfare	5,404.71	5,440.37	5,178.49	6,543.44										<b>\$22,567.01</b>
Garage Liability Insurance	6,116.01	6,116.01	6,116.01	6,116.01										<b>\$24,464.04</b>
Garage Supplies	1,608.81	1,285.08	1,698.98	1,786.09										<b>\$6,378.96</b>
Postage	0.00	83.38	0.00	10.32										<b>\$93.70</b>
Office Supplies	194.31	335.63	93.97	316.52										<b>\$940.43</b>
Signs	0.00	0.00	0.00	180.68										<b>\$180.68</b>
Forms, Printing, Tickets & Receipts	0.00	0.00	288.00	0.00										<b>\$288.00</b>
Uniforms	0.00	(700.07)	121.98	0.00										<b>(\$578.09)</b>
Garage Repairs/Maintenance	51.66	300.00	2,699.96	1,650.43										<b>\$4,702.05</b>
Equipment Repairs/Maintenance	0.00	4,017.00	4,017.00	6,081.85										<b>\$14,115.85</b>
Damage Claims	0.00	0.00	0.00	0.00										<b>\$0.00</b>
Parking Sales Tax	58,703.98	59,248.70	67,677.22	82,478.90										<b>\$268,108.80</b>
Security	24,674.72	24,930.32	12,955.24	25,165.21										<b>\$87,725.49</b>
Advertising	0.00	0.00	0.00	0.00										<b>\$0.00</b>
Bank Charges	77.19	77.18	77.18	77.18										<b>\$308.73</b>
Miscellaneous	0.00	0.00	550.00	0.00										<b>\$550.00</b>
Management Fee	7,034.44	7,034.44	7,034.44	7,034.44										<b>\$28,137.76</b>
<b>Total Expenses</b>	<b>151,669.03</b>	<b>156,543.56</b>	<b>154,221.15</b>	<b>196,643.48</b>										<b>\$659,077.22</b>

**EXHIBIT 3**

**NEW YORK STATE REQUIRED PROCUREMENT FORMS**

- 1. DOING BUSINESS DATA FORM**
- 2. DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS FORM**
- 3. NON-COLLUSION CERTIFICATION FORM**
- 4. IRAN DIVESTMENT FORM**

**Please note that these forms as attached are also available on the Website (many in a fillable pdf forma) at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.**



**EXHIBIT 4****M/WBE, SDVOB and EO No. 177 FORMS**

- 1. Diversity Practices Questionnaire**
- 2. Subcontractor Utilization Plan (includes M/WBE and SDVOB Utilization Plan)**
- 3. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
- 4. EO 177 Form – Certification of Policies Against Harassment & Discrimination**

**Please note that these forms attached hereto are also available on the Website (many in fillable PDF format) at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.**

**M/WBE and SDVOB Waiver Application Forms are also available on the Website, if applicable.**

**Diversity Practices Questionnaire**

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What percentage of your company’s gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your company’s clients or customers?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. What percentage of your company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business as suppliers/contractors?<sup>1</sup>

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<sup>1</sup> Do not include onsite project overhead.

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4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises? Yes or No

If yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

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5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

If yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

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<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

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7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If yes, provide documentation of program activities and a copy of policy or program materials.

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8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If yes, complete the attached Utilization Plan.

**All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment. (Attach additional pages if necessary.)**

Signature of Owner/Official: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

\_\_\_\_\_

Notary Public

**EXHIBIT 5**  
**PROTEST PROCEDURES**

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

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

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

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

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

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

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

Address for Submission of Protests:

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

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

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

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

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

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