



**REQUEST FOR PROPOSALS
FOR HUDSON RIVER DANCE FESTIVAL EVENT PRODUCTION SERVICES**

CONTRACT NO. G6710



SUMMARY:

Project:	Hudson River Park Trust seeks an experienced event producer for the Hudson River Dance Festival.
Project Site:	Hudson River Park's Pier 63
Type of Services:	Event production services (the " Services "), as more specifically described in Section 2.
Term:	One (1) year, with four (4) optional one (1) year renewals
Minimum Experience:	The Contractor must have at least five (5) years of experience in successful event production.
RFP Issued:	November 30, 2022
Responses Due:	12:00 PM, January 6, 2023

Important Notice: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Contract. Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contacts listed here: Kira Levy.

All inquiries shall be made by email to the following address DanceFestRFP2023@hrpt.ny.gov. This RFP and all addenda and responses to questions will be posted on Trust website at: <https://hudsonriverpark.org/about-us/bids-business-opportunities>

BACKGROUND:

Hudson River Park Trust

In 1998, the New York Legislature passed the Hudson River Park Act (as amended, the “Act”) to revitalize the Hudson River waterfront between the northernmost boundary of Battery Park City and West 59th Street and reconnect Manhattan neighborhoods to the river through construction of Hudson River Park (the “Park”). The Act created the Hudson River Park Trust (the “Trust”), a public benefit corporation as a partnership between New York City and New York State, to guide the development of these four miles of public park and to operate the Park once constructed. The mission of the Trust is to encourage, promote and expand public access to the Hudson River through the Park, to promote water-based recreation, and enhance the natural, cultural, and historic aspects of the river in New York City for residents and visitors to the area.

Hudson River Dance Festival

Since 2015, the Trust has presented a premiere, free two-day dance festival at the Park’s Pier 63 lawn bowl. In collaboration with The Joyce Theater, the Festival welcomes world-class performers to our unique stage, with each night offering spectacular dance set against the incomparable backdrop of sunset over the Hudson River. Past companies have included, Ronald K. Brown/EVIDENCE, Dormeshia, Les Ballets Trockadero de Monte Carlo, Taylor 2, Dorrance Dance, Martha Graham Dance Company, among others. The Festival in the past has included an elevated stage, audio, VIP seating area, artist hospitality, a VIP reception and Park presence. In 2022, the festival featured four incredible dance companies, curated by The Joyce, and welcomed an average of 2,000 Park patrons per night. The Festival has also in the past welcomed food and alcohol sponsors and vendors.

Invitation to Submit Proposal

The “Trust” is pleased to invite you to submit a proposal in response to this Request for Proposals (“RFP”). The Services to be performed, the Project and the Project Site are outlined below, along with such other information as the anticipated dates for the execution of a Contract with the Contractor, if one is selected pursuant to this RFP, and the anticipated Contract Term. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in the draft Contract (the “Contract Draft”) that is separately made available on the Trust website. Respondents are required to disclose any conflict of interest(s) that may preclude them from participating in this solicitation.

Subject to the availability of funds and the responses to this RFP, the Trust will select one or more Contractor(s) to provide the Services. The Contractor(s) shall be experienced in all aspects of the Services. The Contractor(s) will commence the Services upon a written Notice to Proceed from the Trust or upon execution of the Contract by the Contractor(s) and the Trust substantially in the form of the Contract Draft. You should review the Contract Draft and be familiar with all the terms and conditions set forth therein prior to submitting your proposal.

1. SUMMARY:

General:

Through this request for proposals (“RFP”), the Trust seeks to solicit proposals from experienced event producers to produce the Park’s Hudson River Dance Festival. The Trust aims to grow the audience at the Festival, improve production values, deepen event partnerships, such as with The Joyce and other sponsors, and continue bringing this annual one-of-a-kind, two-day free event at the Park’s Pier 63 in June.

Term:

The contract is expected to begin on or about January 2023 and continue through November 2023 (the “Initial Term”) with four (4) optional one (1) year renewals (the “Renewals”) each at the Trust’s discretion. The Initial Term, together with the Renewals, may extend to November 2027.

Project Site:

Hudson River Park’s Pier 63



Questions:

Questions regarding the RFP may be sent to DanceFestRFP2023@hrpt.ny.gov by December 9, 2022; answers will be posted on the Trust website under the Bids and Business Opportunities link for the RFP at <https://hudsonriverpark.org/about-us/bids-business-opportunities> by December 14, 2022

THE OPPORUNITY:

The Trust seeks a seasoned Event Producer to provide the following scope of services (“Services”), broken down into four sections, which the Trust may update from time to time, for the Hudson River Dance Festival.

Task 1: Talent Acquisition and Coordination

The Joyce, the Trust’s curating partner, will select up to five (5) performers/dance groups (collectively, the “Talent”). The Consultant shall book and manage the Talent. Specific services include, but not limited to:

- Negotiate, book, and finalize performances of local, regional, and national Talent.
- Manage all contracts and payments.
- Provide and coordinate the fulfillment of any Talent contract riders agreed to, including travel and technical requirements, and on-site hospitality.
- Provide marketing collateral, in a timely fashion, to Trust’s Senior Director of Marketing & Events.
- Arrange for pre-Event promotional appearances whenever possible, upon request.
- Coordinate the fulfillment of any rider associated with Event Talent, including but not limited to performers, groups, and Event host.

All Talent is subject to approval from the Trust.

Task 2: Event Production and Operations

The Event location, identified as Hudson River Park’s Pier 63 (the “Pier”), is located at West 23 Street on the West Side Highway. Located adjacent to Chelsea Piers, Pier 63 is a large public pier for recreation, featuring ample space to relax and enjoy the waterfront views. The Pier features a large green “lawn bowl,” with adjacent paved esplanade and placed concrete stones. There are no restrooms or electrical outlets available on the Pier. More information on the Pier is available on our [website](#).

The Consultant shall provide the following event production services:

- Plan, produce and oversee all elements required to execute the Event.
- Coordinate and manage all onsite equipment and materials required for Trust-approved layout for the Event.
- On-site supervision of the delivery and pick-up of all Event equipment.
- On-site management during set up of the Event including but not limited to equipment, supplies, staff, vendors.
- Support on-site sponsorship activations, including supervision and management of load-in, set up, and load-out.
- Manage relationship with all Talent and subcontractors, including but not limited:
 - Handling coordination regarding insurance and resource needs.

- Scheduling and managing on-site arrival and departure of Talent and subcontractors.
- Coordinating parking off-site from Park premises.
- Managing any other miscellaneous questions or requests from Talent and subcontractors.
- Provide a minimum of one (1) Consultant staff member to support the Trust's Event team with onsite production, including pre-event setup support, day of event support, and event break down support. Consultant shall identify and provide the applicable contracts or agreements evidencing the hiring of the Consultant staff member by April 30, 2023, which shall be subject to the approval of the Trust.
- Secure all permits necessary for the execution of the Event, including, but not limited to, those permits issued by New York City Police Department (sound permit) and the New York City Department of Small Business Services; along with any additional permits that are determined to be required.
- If requested by the Trust, Consultant must implement COVID-19 precautions, which may include health screenings and the distribution of masks and hand sanitizer.
- Write the Event Day "Run of Show" and oversee the "Run of Show" schedule at the Event.
- Implement site plan, as designed, and approved by the Trust (components to include, but are not limited to, stage, standing/seating areas, emergency aisles, audio positions, and green room/queuing configuration for talent).
- Build a scaled site plan including electrical needs. There are no hard-wired electrical connections at the Pier and Consultant is required to establish electrical needs for the entire Event.
- Hire and manage overnight security for Event site from load-in to the completion of load-out.

Task 3: Equipment, Installation and Breakdown

The Consultant shall specify, source and procure all Event-related equipment and services including staging, sound, lighting, tents, trailers, security, communications equipment and any other equipment or supplies needed. The Consultant shall detail all required equipment for the Event, and supply to the Trust for review by no later than May 1, 2023. Quantities and rental equipment noted below should be modified based on producer's discretion.

Stage:

- Minimum 46'W x 30'D elevated, level staging platform at 36" H, with removable side railings (no upstage railing) and 4 stair units, skirting/masking as required.
- Stage must have Marley floor covering, (may be provided by Trust, size-dependent).
- No overhead truss, soft goods, etc. No backdrop.

Sound:

- Sound system sufficient to cover the entire lawn area.
- Audio monitors for performers on stage.

Lighting:

- Ground-supported, dimmable stage wash.

Backstage:

- Private, fully-enclosed tents with dressing spaces to cover the needs of eight (8) male dancers and eight (8) female dancers – can use pipe/drape if indoor large tent
- Dressing space should include lights, tables, mirrors, carpeting, basic lighting & fans.
 - There should be a minimum of six (6) long mirrors per dressing area – 2 will be upright for dressing, and 4 will be used for make-up on tables.
 - Clip lights or similar on mirrors for make-up.
 - Any additional lighting for dressing as required.
 - In addition to powering the audio and lighting for the show itself, power should be sufficient to power steamer/iron/hair appliances in each dressing area.
 - Piping and draping for privacy in dressing areas as needed.
- Hospitality/warmup area for food and beverage service and preparation for performances.
 - Hospitality area should include garbage receptacles, ice and coolers, Z-racks for wardrobe, folding tables and chairs.
 - Tent flooring should be fully carpeted or covered in mats.
 - Minimum of 10-12 chairs and one (1) 6' table for food/beverages
 - Access to two (2) deluxe dedicated portolet units, hand wash station.
 - Backstage carpeting/mats for dancers to transition from dressing tents, portolets, hospitality area to stage as needed (behind stage, etc.)
 - Additional carpeting/mats and piping & draping for use behind stage for dancer crossovers during performances – as required.

VIP Viewing:

- Set up seating on lawn for up to 200 guests
 - Trust will provide folding chairs, and rope and stanchion.

The Consultant shall coordinate the delivery and installation of rental equipment to the Pier during normal business hours and in accordance with Trust directives on safe entry and exit into the Park and shall coordinate the breakdown and pick up the rental equipment after the Event. **Production elements should be hand-loaded into the**

Event site. All vehicles utilized by the Consultant that weigh over 16,000 lbs. must use protective paver barriers (provided by the Trust). Be sure to include the cost of labor for installation if you anticipate using large vehicles (over 16,000 lbs.) to set up and break-down tents and other rental equipment.

The Trust will provide the following resources to support the Event:

- Event signage
- Event marketing materials
- Folding chairs for VIP seating
- Barricades
- Waste removal services
- Park Enforcement Patrol (not for use as a part of Event security plan)
- Generator power, power distribution and technician/engineer to setup, operate and troubleshoot power and distribution, as needed
- Light towers, to provide light for audience safety and during load out

Task 4: Stage Management / Audio and Visuals

The Consultant shall rent and manage the production elements required to stage manage the Event, including, but not limited to, the following:

- Audio equipment
- Lighting equipment
- Sound managers
- Stage managers
- Lighting technicians

RFP & SUBMISSION TIMELINE, FORMAT & REQUIRED FORMS:

RFP & Submission Timeline:

December 9, 2022	<u>Question Deadline:</u> Last date to submit questions regarding the RFP: to DanceFestRFP2023@hrpt.ny.gov
December 14, 2022	<u>Answers Posted:</u> Date that answers to questions will be posted on the Trust website under the Bids and Business Opportunities link for the RFP at https://hudsonriverpark.org/about-us/bids-business-opportunities
January 6, 2023	<u>Submission Deadline:</u> 12:00 PM, by email to DanceFestRFP2023@hrpt.ny.gov .

Submission Format

- **Electronically to HRPT via Email:** DanceFestRFP2023@hrpt.ny.gov
- **What to Include:**
 - Proposal Description, as outlined in Section 3 below
 - Price Proposal, as outlined in Exhibit 2, the Fee & Cost Schedule
 - [Proposal Certification Form](#)
 - [Proposed Subcontractor Utilization Plan \(See Exhibit 3 for discussion\)](#)
 - [Diversity Practices Questionnaire](#)
 - [Non-Collusion Certification Form](#)

All forms are also available on the Trust website at: <https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/required-forms-procedures/>

2. PROPOSAL DESCRIPTION:

In addition to all required documents listed below, each response should include a proposal description, to include the following elements:

- Brief description of company background, history, and qualifications.
- A statement of your approach to the services that clearly demonstrates your understanding of the scope and your ability to manage the work in a timely and cost-efficient manner.
- Proposed staffing plan for the Festival, including but not limited to -
 - The number of staff members (overall and for each responsibility)
 - Their area of expertise or responsibility (project management, production, audio, lighting, sound, stage, etc.) for the Festival
 - How long they will be contracted to work on the Festival, their organizational level (coordinator, manager, etc.)
- A description of at least three (3) similar events that demonstrate event expertise, highlighting elements similar or relevant to the Festival and scope as outlined in Section 2, including name, location, type of event,

description of services rendered and permits obtained. A larger list of relevant past and/or current clients, with an associated list of services preformed, may also be included.

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 referenced above. 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 below.

If you have a physical disability and cannot deliver your proposal as provided in this RFP, please contact Ted Schenck at (212) 627-2020 at least forty-eight (48) hours prior to the Submission Deadline and the Trust will make appropriate arrangements for such delivery.

3. EVALUATION CRITERIA:

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

a. SELECTION

- 30% Quality of Respondent’s proposal, including demonstrated relevant projects, past and/or current client list, and staff for Event, inclusive of designated Project Manager’s qualifications for comparable events
- 20% Experience in the successful management and coordination of outdoor festivals involving a stage for performing arts, and optimally dance, in public areas.
- 20% Experience in the successful management of live event production, including recruiting and managing high-level talent, and securing permits from relevant government agencies
- 20% Proposed Fee Schedule
- 10% The respondent’s proposed plans for encouraging participation by minority and women-owned business enterprises in connection with the Services, including the respondent’s M/WBE Utilization Plan and Diversity Practices Questionnaire

M/WBE Participation Goal: 30% (See Exhibit 3 for more information)

SDVOB Participation Goal: There is no SDVOB participation goal for this Contract; however, non-SDVOB contractors are encouraged to use SDVOBs for any subcontracting opportunities. SDVOB contractors are encouraged to participate in this RFP. (See Exhibit 3 for more information).

4. LIMITED PERMISSIBLE CONTACT:

Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contact listed here:

Kira Levy, Senior Director, Marketing & Events

All inquiries shall be made by email to the following address:

DanceFestRFP2023@hrpt.ny.gov

EXHIBITS:

EXHIBIT 1: Additional RFP Requirements & Conditions

1. SERVICES TO BE PERFORMED AND WORK PRODUCT

The selected Contractor shall perform all the services specifically described in **Section 2**.

2. COMPENSATION

Subject to and in accordance with the final terms of the Contract, the Trust shall compensate the selected Contractor as follows:

In General. Under the Contract, the Trust will agree to pay to the Contractor an amount not to exceed the Maximum Contract Price to be negotiated between the Trust and the selected Contractor based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all the Services provided by the Contractor pursuant to the Contract and all expenses of the Contractor in connection therewith, including costs of any Subcontractors. The Maximum Contract Price shall be payable as provided in Article II of the Contract and Appendix C of the Contract.

Sales and Use Tax. The Trust is exempt from state and local sales and use tax. SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. The Trust will provide the selected Contractor with an appropriate "sales and use tax exemption certificate".

3. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

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 Contract substantially in the form of the Draft Contract. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. 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.

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"). A 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. 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.

Equal Employment Opportunity Requirements. By submission of a proposal in response to this solicitation, the respondent agrees with all the terms and conditions of the Contract's Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the work, 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 Contract; or (ii) employment outside of New York State.

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 monthly during the term of the Contract. 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 Contractor 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.

MWBE COMPLIANCE: Respondents shall submit with their proposal a Subcontractor Utilization Plan following the requirements set forth in Exhibit 3 to this RFP.

Costs. The Trust shall not be liable for any cost incurred by the 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 Contract. 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.

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.

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

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.

Protest Procedures. Any protests related to this procurement shall follow the procedures set forth in Exhibit 5.

4. VENDOR RESPONSIBILITY

Future Required Forms: Selected respondent will also need to be able to complete all forms listed below completely prior to contract execution and which are also available on the [Trust's Bids and Business website](#). These forms do not need to be included in the response but should be reviewed carefully prior to submission.

- Certificates of Insurance (COI), Workers Comp and Disability
- [Certification Against Harassment and Discrimination \(EO 177\)](#)
- [Doing Business Data Form](#)
- [Iran Divestment Act Certification](#)
- [IRS Form W-9](#)
- [M/WBE and EEO Policy Statement](#)

- [Disclosure of Prior Non-Responsibility Determination/ Lobbying Form](#)
- [Russia Business Prohibition Certification](#)
- [Tax Form SC-220-CA](#)
- [Tax Form SC-220-TD](#) (Copy of NYS Dept of Taxation & Finance filing)

Prior to contract execution, the Trust will require a copy of the vendor responsibility form that the Contractor has on file with New York City's Procurement and Sourcing Solutions Portal (PASSPort) or New York State's VendRep system. If Contractor has not already filed with PASSport or VendRep, Contractor will be required to complete a Vendor Responsibility form as provided by the Trust.

EXHIBIT 2:
Fee And Cost Schedule

1. The Respondent shall complete and submit a Fee and Cost Schedule in the form of the "Fee and Cost Schedule" on the following pages.
2. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft.
3. **Please be sure that you submit your fee and cost schedule in a separate file.**

(See Fee and Cost Schedule on following page)

**EXHIBIT 2:
Fee and Cost Schedule**

The Consultant shall provide the following services to the Trust and shall be paid a lump sum fee ("Fee") for the Tasks listed in Section 2. Pricing shall include all overhead and profit, including the cost of all materials and supplies, equipment, labor, administration, overhead, insurance, and taxes.

The Consultant shall be paid the Fee in three installments for each Year:

1. Upon execution of the Contract, and for each Year of the Term thereafter, within 30 days of signing, or by no later than April 30. (1/3 of the Fee)
2. On June 1st (1/3 of the Fee)
3. Final payment 30 Days after the Event, subject to successful completion of all Contract requirements, based on actual sub-consultant expenses submitted by the Consultant to the Trust.

For the purpose of completing this lump sum fee proposal, Respondent's Maximum Contract Price should include a Sub-consultant Budget that does not exceed \$25,000 annually.

YEAR ONE (2023)		
Task	Services	Fee
Task 1	Talent Acquisition and Coordination	
Task 2	Event Production and Operations	
Task 3	Rental Equipment, Installation and Breakdown	
Task 4	Stage Management / Audio and Visuals	
Year One Maximum Contract Price		

YEAR TWO (2024)		
Task	Services	Fee
Task 1	Talent Acquisition and Coordination	
Task 2	Event Production and Operations	
Task 3	Rental Equipment, Installation and Breakdown	
Task 4	Stage Management / Audio and Visuals	
Year Two Maximum Contract Price (Consultant may include up to 3% escalation)		

YEAR THREE (2025)		
Task	Services	Fee
Task 1	Talent Acquisition and Coordination	
Task 2	Event Production and Operations	
Task 3	Rental Equipment, Installation and Breakdown	
Task 4	Stage Management / Audio and Visuals	
Year Three Maximum Contract Price (Consultant may include up to 3% escalation)		

YEAR FOUR (2026)		
Task	Services	Fee
Task 1	Talent Acquisition and Coordination	
Task 2	Event Production and Operations	
Task 3	Rental Equipment, Installation and Breakdown	
Task 4	Stage Management / Audio and Visuals	
Year Four Maximum Contract Price (Consultant may include up to 3% escalation)		

YEAR FIVE (2027)		
Task	Services	Fee
Task 1	Talent Acquisition and Coordination	
Task 2	Event Production and Operations	
Task 3	Rental Equipment, Installation and Breakdown	
Task 4	Stage Management / Audio and Visuals	
Year Five Maximum Contract Price (Consultant may include up to 3% escalation)		

Lump Sum Total for all five (5) years:

EXHIBIT 3:
MWBE and SDVOB Requirements

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

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.

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 Consultant must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the Trust may withhold payment pursuant to any Contract awarded because 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 Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The 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 twenty five percent (25%) of the total value of the contract.

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

By submitting a bid or proposal, a 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.

Additionally, a 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 Contract 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, the 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, 2nd 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.

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.

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 Contract. 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 Contract to the Trust, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a monthly Subcontractor Utilization Plan to the Trust.

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

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.

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 Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

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.

Contract Goals. For purposes of this procurement, the Trust conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Consultant. Nevertheless, Respondents are encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>. Additionally, respondents are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

**EXHIBIT 4:
Photo Highlights of Previous Successful Festivals**



EXHIBIT 5: 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:

- Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;
- Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and
- 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 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;
- 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
- 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.

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:

- name, address and telephone number of the protester;
- appropriate identification of the procurement, including the Contract Number;
- statement of the basis of the Protest;
- supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and
- 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 and the City 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.