REQUEST FOR PROPOSALS

Hudson River Park Trust

Hudson River Park, Tribeca Section: Pier 26 Restaurant Pavilion

Release Date: June 17, 2013
Submission Date: August 23, 2013 at 3:30 PM
Solicitation # L4511
Indoor/Outdoor Waterfront Restaurant
Hudson River Park’s Pier 26 in Tribeca at North Moore Street

The Hudson River Park Trust is offering for public bid a modern restaurant space with unobstructed waterfront views with nightly sunsets, indoor and outdoor seating including a roof deck, and ample room for special events all within one of the most popular sections of Hudson River Park in Tribeca. The Tribeca section of Hudson River Park is a center of action with people from the neighborhood and the region gathering for events, relaxation, and recreation—playground, sports fields, sailing and kayaking. Tribeca residents are loyal visitors, with 55% of visitors coming to the Park at least once a week. According to a 2012 Trust survey, park users from Tribeca have a median household income of $107,000, higher than the Park and city average. Additionally, annual visits to Hudson River Park exceed approximately 6 million recreational users and 11 million tenant customers. The Hudson River bikeway is said to be the busiest in the nation.

With the right vision and a design that surpasses its park setting, the Pier 26 restaurant has the potential to thrive as both a new neighborhood favorite and a casual destination hotspot. Business lunches, family dinners, afternoon snacks, weekend and after work cocktails, special events: the Pier 26 restaurant can host them all.

Offered By: Hudson River Park Trust, by Request for Proposals (RFP)

Opportunity: Core and shell restaurant space and roof deck

Premises:
- 1,670 SF Indoor Dining Room
- 3,200 SF Pier Level Terraces
- 4,458 SF Roof Terrace
- 900 SF Kitchen

Maximum Dining Room – 114 people
Legal Capacity: Pier Level Terraces - 152 people
- Roof Terrace – 297 people

Term: Ten years + option for one five-year extensions

Kitchen: Fitted for hot water, cold water, gas, electric, HVAC

Rent: Fixed monthly against percentage of gross

Liquor: Tenant may apply for SLA On-Premises Liquor license

Responses Due: August 23, 2013

OVERVIEW
Hudson River Park Trust (the “Trust”) is a New York State Public Benefit Corporation responsible for developing, operating and maintaining Hudson River Park (the “Park”) on the west side of Manhattan between 59th Street and the Battery. The Trust is currently constructing a four-season 3,335 square foot restaurant (the “Pavilion”) on Pier 26 which is located on West Street between North Moore and Hubert Streets in the Tribeca section of the Park, one of the most popular in the Park.

The Trust is now seeking proposals from experienced restaurateurs (the “Respondents”) to lease the Pavilion for a high quality, yet casual, waterfront destination restaurant. Respondents are encouraged to propose innovative restaurant concepts that will attract both neighborhood residents and area visitors.

The Trust will support an application by the successful Respondent for an On-Premises Liquor license from the State Liquor Authority to sell beer, wine, and liquor for consumption at the Premises (but not for carry-out).

The preferred commencement date for the first year of operation should be on or about May 1, 2014 but the exact schedule will be based on Tenant fit out. The term of the lease between the Tenant and the Trust (the “Lease”) may be up to ten (10) years with one additional five (5) year renewal option. The renewal option may be exercised by the tenant under the Lease (the “Tenant”) with the Trust’s consent provided that it has complied with all material terms of the Lease. Leases greater than 10 years will require a public hearing.

The Lease offered under this RFP is “net” to the Trust. The Trust shall provide reasonable cooperation, but the selected respondent will be fully responsible for all aspects of performance and cost associated with its proposed fit-out, use and occupancy, and must secure all governmental approvals. The Premises will be offered in “as-is” condition upon completion and delivery to the Tenant.

Responses to this RFP are due not later than 3:30 p.m., August 23, 2013.
HUDSON RIVER PARK TRUST

In 1998, the New York Legislature passed the Hudson River Park Act (the “Act”), a major milestone in the more than 20-year effort to reshape the Hudson River waterfront and reconnect Manhattan neighborhoods to the Hudson River and New York Harbor. The Act created the Trust, a joint City/State entity, to guide the development of five miles of Parkland along the waterfront from Battery Place to West 59th Street. The Trust’s Board of Directors consists of five members appointed by the Governor, five by the Mayor, and three by the Manhattan Borough President. The legislation also established a 50-person community advisory council made up of members of the local community boards, elected officials and their representatives, and Park, civic, business, labor and environmental groups with specific relationships to the waterfront in this area.

HUDSON RIVER PARK

The Park’s core elements consist of a waterside esplanade, at least 13 new public Park piers for active and passive recreation, and limited commercial development along its 5-mile stretch to support Park operations and maintenance. Approximately 70 percent of the Park is now complete and open to the public: most of the Tribeca and Battery Park City sections; Greenwich Village between Clarkson and Horatio Streets; Chelsea, from 22nd to 29th Street; and Clinton at 44th Street and from 55th to 57th Street.

Annual visits to Hudson River Park exceed approximately 6 million recreational users and 11 million tenant customers. In addition to this attendance, an estimated 100,000 vehicles travel along the West Side Highway (adjacent to the Park and Pier 26) every day. The Hudson River bikeway is said to be the busiest in the nation.

Most of the Park is reserved for non-commercial park and recreational use. Park piers offer the opportunity to play field sports, volleyball, kayak, fish, sunbathe, enjoy the performing arts, and learn about the ecology of the Hudson River estuary. In addition, the water area of the Park is designated as an estuarine sanctuary under the jurisdiction of the State Department of Environmental Conservation. Waterfront festivals, performances, educational and recreational activities offered by the Trust and various Park tenants create an expanding waterfront experience for a broad range of Park users.

The Park is maintained and operated entirely by the Trust, which is supported by income collected from tenants, permittees, concessionaires, and other commercial enterprises located in the Park. Unlike other public parks, no operating funds are provided by the City or State of New York. Rent and charges due under the Lease offered pursuant to this RFP will be used exclusively to support the operations and maintenance of the Park. The amount of the proposed Lease rent will therefore be an important consideration to the Trust.
THE OPPORTUNITY
The Trust is looking for an experienced and innovative restaurateur to plan, design, develop, and operate a year-round facility. The goal is for an exciting restaurant that appeals to Park users, the local neighborhood, and destination diners. With the right concept, opportunities exist to connect with the large employers in the vicinity such as Citigroup to host business lunches or dinners. Tribeca families will welcome a full service restaurant adjacent to the popular Pier 25. City residents and visitors will come for the unrivaled views, proximity to the water, innovative menu, and inventive design. The Premises are also available for private events, both indoors and roof top.

LOCATION
The Premises are located on the east portion of Pier 26 on West Street between North Moore and Hubert Streets. Pier 26 is in the Tribeca portion of Hudson River Park, and will be the future home of Park amenities and an environmental education center. The corresponding Park upland finishes, which will surround the new Pier 26 building, are scheduled to be complete in summer of 2013 when the Hubert Street to Laight Streets portion of the Park is scheduled to open to the public.

Co-located in the Pavilion building is one of Hudson River Park’s public boathouses. Boathouses are limited to non-motorized boats (other than dinghies for boat access) including sailboats, kayaks, and outriggers. This boathouse will be bid under an RFP-offering and begin operation in summer 2014. More information on the Park’s other boathouses can be found here: http://www.hudsonriverpark.org/explore-the-park/on-the-water.

Directly adjacent to Pier 26 is Pier 25, the Park’s busiest pier, which opened for public use in 2010 after a complete reconstruction. It has quickly become a hub of activity in the Tribeca section of the Park with such public amenities as a skate park, playground, esplanade and seating areas, public rest rooms, and synthetic turf field. Tenants include:

- Manhattan Youth, a Tribeca-based not-for-profit that operates a miniature golf, beach volleyball courts, and snack bar concession (see http://www.manhattanyouth.org/Pier25.html for more information). The snack bar operates, at a minimum, from April 15 to November 15, 10 AM to 10 PM, weather permitting.
- Liberty Landing runs a marina complete with a 360-foot public town dock and space for 40 moorings. Off-Shore Sailing School also operates out of the dock. The marina is open from May 1 to October 31.
- The Lilac, a historic steamship built in 1933 for the US Lighthouse service, docks on the north side of the pier. The Tug Pegasus arrived in spring 2012 and there are berths for other historic vessels as needed.

Pier 26 is less than a 10-minute walk from the 1, 2, 3, A, C, and E trains. Further to the south is the World Financial Center and Battery Park City. The pier is also in close proximity to the World Trade Center site.

Tribeca is a thriving neighborhood containing a wide variety of businesses and residential buildings as well as a few corporate office towers, such as Citigroup at 388 Greenwich Street and Goldman Sachs at 200 West Street. Tribeca is home to the Tribeca Film Festival, which has for the past 10 years screened over 1,300 films from around the world and has attracted 3.7 million attendees. It is a desirable and fast growing neighborhood, seeing a 64% increase in population in the last 10 years, and features a renowned destination restaurant district.

Neighboring Lower Manhattan has broken the traditional 9-to-5 regimen to become a thriving 24/7 neighborhood. In addition to its 61,000 residents, it attracts 10 million tourists each year and more than 300,000 weekday workers.
Lower Manhattan contains many notable landmarks and prominent cultural institutions that attract over 8 million visitors annually including Wall Street, the Statue of Liberty, the 9/11 Memorial, and South Street Seaport Historic District. The 9/11 Memorial is in walking distance to Pier 26 and received more than 4.5 million visitors from all 50 states and numerous countries in its first years of operations.

**PREMISES**
See Appendix 1 for site plans and renderings.

Note: AUTOCAD drawings showing the Trust’s construction are available by request. Respondents should email Pier26rfp@hrpt.ny.gov to request the drawings and make arrangements to pick them up at the Pier 40.

**Restaurant**
The front of the house/dining area is 1,670 sf square feet, running 56’ x 30’ and is enclosed on three sides by 9’-6” feet high glass storefront windows providing views of Pier 26, the Hudson River and Park Promenade. The east and west storefronts windows include sliding doors that can be opened during warm weather creating two 12’ wide openings to the terraces and cross ventilation. The Restaurant has been designed with a layout of four distinct bathrooms including all roughing required for lavatories and toilets (one of these rooms is ADA compliant). The Tenant will have use of nearly 3,000 square feet of adjacent pier-level terraces that wrap around the storefront window noted above as well as a 4,590 square feet roof terrace with all necessary facilities to allow for full table service. The roof features elevated 360 degree panoramic views of the City, the Park and Hudson River.

**Kitchen /Cooking Area**
The kitchen is separated from the dining room as required by code for a building of this size without sprinklers. The kitchen is 900 square feet and has a dedicated service entrance from the east. Trash will be removed via the kitchen door and both recycling and trash containers will be housed in a 95 square foot “holding” trash room immediately to the east of the kitchen entrance, as well as a larger 400 square foot trash room in the adjacent and separate Pier 26 Utility Building where all trash carting / hauling pickups will occur. Service for roof dining areas is through a 400 square foot penthouse work area that is connected directly to the kitchen by a service stair and dumbwaiter. This penthouse also includes an ADA compliant toilet room for staff. A 107 square foot manager’s office is located directly adjacent to the kitchen on the first floor.

**Code/Occupancy**
The restaurant space is defined as an A-2 Assembly space by NYC Department of Buildings and is subject to all applicable regulations. The total capacity permitted by code is as follows:

a. Dining Room—114 people (interior only)
b. Roof Terrace—297 people (exterior only)
c. Pier Level Terraces—152 people (exterior only)

Total potential capacity of 563 people.

**Utilities**
**Plumbing:**
In the kitchen, 1” hot water line and 2” cold water line; 2” gas pipe for cooking equipment and hot water heater only; 3” gas pipe for boilers located in the mechanical room.
On the Roof Terrace, 3/4” diameter dedicated hot water line and 1” cold water line.
Electrical:
2 electrical panels: each 208/120V, 3-phase
35 20A circuits

HVAC:
AC-1: heating and cooling (for kitchen & seating area);
AC-2: kitchen heating only with hot water heating coil.
Capped duct for future kitchen air exhaust supply and for future kitchen heating (exhaust fan would be sized and provided by Tenant).

Other:
Fire alarm: fire alarm panel in kitchen, with smoke/heat and fire alarms on ceiling.
Security system: door wiring is BEST hardware IDH max locksets.
Telephone: telephone panel in kitchen.

Flood Wall
A deployable flood wall system is installed at the perimeter of the restaurant to safeguard the interior areas. The finished height of the flood wall system is compliant with the updated 2013 FEMA Flood Maps for this area. The flood wall system is manufactured by Flood Control America (http://floodcontrolam.com/) under their “Invisible Flood Control Wall System” product line. The flood wall system is designed to be deployed prior to a potential flood event. Additionally, the interior building mechanical and electrical systems have been modified to be elevated in response to the updated “post Sandy” flood maps.

Design and Fit Out
Design of the interior of the restaurant is subject to Trust approval.

• The Tenant will be responsible for the design and construction of the interiors of both spaces and all associated costs. The core floor of the restaurant and kitchen provided by the Trust is a structural concrete slab depressed 14-3/4” below the anticipated finish floor level to allow for a variety of finish floor assemblies and for flexibility in the layout of utilities and equipment.
• The Trust is in the process of constructing the core and shell of the proposed restaurant and kitchen. A grease interceptor has been installed as part of the core and shell, but all other kitchen plumbing is the responsibility of the Tenant.
• Air conditioning systems have been installed in an adjacent mechanical room but ductwork distribution within the kitchen and dining area will be designed and furnished by the Tenant to suit their restaurant layout.
• A kitchen exhaust flue to the roof has been provided and is ready for connection to Tenant’s future kitchen hood.
• Temporary lighting has been provided throughout.
• A dedicated space has been allocated for future installation of Tenant’s walk-in refrigerator.

The Tenant will be required to perform all work necessary to facilitate programming, including but not limited to:
• Provide hook-up to electric, gas and water connections.
• Provide and install flooring and electrical outlets as necessary.
• Design and construct any interior walls, as necessary.
• Provide and install interior lighting and related equipment.
• Provide and install all necessary signage; external signage will be limited to locations on the elevator tower where mounting and electrical conduits are being provided in the exterior zinc building cladding.
• Provide and install all interior furnishings.
• Connect to the plumbing system provided, including all piping, fixtures, drainage and water.
• Provide egress and occupancy in compliance with the Americans with Disabilities Act and all other applicable rules, laws and regulations.
• Provide restrooms as necessary according to all applicable rules, laws and regulations.
• The existing Pavilion building roof deck structure serves both as a roof and a walking surface. The poured in place concrete roof system has integral roof drains, water proofing, and insulation systems that cannot be altered in any way. The Trust will require the Tenant to place any and all elements on the roof (chairs, tables, umbrellas, tents, enclosures, etc.) in a “free standing” manner and will not allow any drilling, penetration(s), and/or alterations of the concrete roof deck system.
• Provide seasonal furnishing, as needed, on the roof and outdoor portions of the premise. All furnishings need to be stored on the Premises or at a site outside of the Park. The Trust will not provide any space beyond what is indicated on the Premises plan.

The Tenant will be responsible for providing all personal equipment necessary for the successful operation of the facility including cash registers, kitchen and bar set up, dining tables and chairs, computer(s) (i.e., POS system). All fixed equipment, if any, becomes the property of the Trust upon installation, at Trust’s option. Should the Trust choose not to exercise this option, it will be the responsibility of the Tenant to remove fixed equipment and return the Premises in a condition as good as, or better than, at the commencement of the Lease term.

Construction
Tenant is responsible for all construction work required in connection with fit-out of the Premises and to provide for the proposed uses. All construction work shall comply with any and all requirements of the City and State of New York including but not limited to (i) all zoning regulations and (ii) the Department of Buildings permits. Subject to the terms set forth in the lease, all Construction Work, including but not limited to Tenant’s work, shall be subject to Trust’s approval.

Staging and timing for construction and fit-out will be coordinated between the selected Tenant and the Trust.

**OPERATIONS AND MAINTENANCE**

**Hours of Operations:**
The Restaurant Pavilion is suggested to be open year-round, though the Trust will consider other proposals. During the summer season (May 1 to October 31), the business is encouraged to open by 11am and operate into the late evening. Please note that business operating hours must conform to Park operating hours of 6am to 1am; no restaurant personnel or customers will be allowed on Park property from 1am to 6am. The Trust is receptive to proposals with reduced hours in the winter season (November 1 to April 30).

**Private Events:**
Tenant will be allowed to host private events at the Premises as ancillary to the restaurant. The Trust reserves the right to limit the frequency of such events to the extent they prevent the general public from patronizing the restaurant.
**Park Events and Future Construction:**
Throughout the Lease Term, Tenant must cooperate with the Trust if asked to close or limit business hours for emergencies, special Park events, unanticipated eventualities, and to accommodate construction activity by the Trust and its contractors and/or State DOT Route 9A and its contractors, including during future construction to finish Pier 26. The Trust will make every effort to provide continuing access to the Premises and adequate advance notice for any closures, and to minimize the impact of closures on Tenant’s business.

The Trust reserves the right to hold private and public events on the adjacent portion of Pier 26 and in other Park areas. Advance notice of such events will be provided wherever possible. While these events might temporarily reroute access to the Premises, closures will not be required.

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

Tenant may, in its sole discretion and with the prior written approval of the Trust, sell beer, wine, and liquor provided that: (1) the consumption of beer, wine, and liquor by customers is strictly limited to the Premises and signage to such affect is prominently displayed; (2) the Trust has reviewed Tenant’s sales plan for beer, wine, and liquor and determined in its sole discretion, that the plan is acceptable to the Trust; (3) Tenant has secured all public approvals, including but not limited to a State Liquor license for the sale of beer, wine, and liquor and submitted evidence of same to the Trust, and (4) Tenant has provided the Trust with evidence of liquor liability insurance coverage in the amount determined by the Trust, in its sole but reasonable discretion, to be sufficient.

**Waste**
The Tenant is responsible for keeping the Premises and adjacent pier area clean at all times. The Tenant will be responsible for maintaining a regular cleaning schedule, which must be submitted to the Trust for its approval. Refuse may not be left anywhere in the Park or in other Park disposal areas. Tenant must make arrangements with a private carting company to remove all refuse off-site including trash, recycling, and grease/oil. The Trust reserves the right to require additional trash cans at Tenant’s expense if existing receptacles are not adequate. The Premises must have an appropriate number of garbage receptacles with lids present at all times of operation, as approved by the Trust.

The Trust has provided two trash rooms for the Tenant’s use: a smaller 95 square foot “holding” trash room in the Pavilion building, and a 400 square foot dedicated trash room in the Pier 26 Utility Building directly adjacent to the Pavilion building. Both trash room facilities are designed specifically as trash rooms with built in water service, drains, flooring, etc. to allow for regular cleaning. The Tenant is expected to use smaller wheeled plastic trash containers at the “holding” trash room, and may use larger commercial trash containers at the dedicated trash room at the Pier 26 Utility Building. Only the dedicated trash room at the Pier 26 Utility Building has been designed to accommodate the vehicle clearance of commercial garbage trucks, and this is the location where the Tenant will be expected to locate its trash for daily pickups, not the Pavilion building. The Tenant’s trash hauler will be required to make pickups at the Pier 26 Utility Building prior to 7:00 a.m. to minimize disruptions to Park users.

Tenant is required to hose down the esplanade area surrounding the Premises prior to opening each morning. The Trust reserves the right to require more frequent cleaning if warranted.

The Tenant is responsible for presenting a “Green Cleaning program” to the Trust for approval. Toxic cleaning agents are prohibited from use on the Premises. This applies to the cleaning of fixtures and
equipment located in and around the Premise. Tenant must ensure that equipment and cleaning of equipment and fixtures does not leak any type of fluid, including water, into/onto the ground or river.

Tenant is required to comply with all City, State and Federal regulations regarding recycling and is responsible for removing and disposing of recyclable products. Proper removal of waste products that require special handling or disposals is the responsibility of the Tenant.

**Parking**
There are no provisions for parking in Hudson River Park for either the Tenant or its customers.

Customers arriving by private vehicle can park in street parking across Route 9A or in neighboring garages:
- Central Parking: 56 N Moore Street between Hudson & Greenwich
- Icon Parking: 42 Harrison Street between West St & Greenwich
- Icon Parking: 376 Greenwich Street between N. Moore St & Franklin

Group parking for restaurant employees is available by special arrangement at the Trust’s Pier 40 parking garage.

**Deliveries**
Deliveries to the site by vehicle will be limited to the layby lane off of West Street between Hubert Street and N. Moore Street on the west side of Route 9A nearest the Premises. A delivery schedule will be determined with input from the Trust strongly favoring early morning hours. No delivery vehicles (with the possible exception of a Tenant-provided golf cart/Toro) will be allowed to drive through the park. All through-the-park deliveries and removals must be done using hand carts. Other than for trash operation explained above, no vehicles will be allowed in Hudson River Park.

Vehicular access for contractors during Tenant building fit out and for service calls must be by prior arrangement with the Trust.

**Building Maintenance**
The Tenant will be responsible for maintaining the interior and exterior of the Premises, and all related building functions including but not limited to:
- Indoor and outdoor lighting
- HVAC, plumbing, phone and electrical systems
- Elevator and dumbwaiter
- Roof and roof drains
- Kitchen related equipment including exhaust fan and hood cleaning

**Utilities**
Tenant must obtain and pay all costs of utilities, including all sewer charges and charges for all water, gas, heat and electricity, consumed and used in, or with respect to, the Premises. Notwithstanding the above, the Trust shall provide stub up connections to gas, electric and water services.

Further, Tenant shall:
- Install, maintain and repair all meters and procure all permits, approvals and licenses necessary to secure delivery of utility services; and
- Pay any utility charges directly to the companies supplying utility services.
Snow and Ice Removal
The Trust will provide snow and ice removal service up to the Lease line. Tenant shall be responsible for shoveling the Premises.

Security
While the Trust contracts with NYC Parks Enforcement Patrol to provide for Park-wide security, the Pavilion and its equipment and property are the sole responsibility of the Tenant. Special events may require additional mandatory security at the Tenant’s expense.

Signage
Tenant may erect signs with the name of the business on the Premises. All signage text, size, and location must be approved by the Trust in advance. Signage design must conform to the requirements established by the Trust.

Staffing
The Tenant shall handle all administrative, hiring, staffing, payroll needs, etc. associated with all restaurant activities on the pier.

Customer Service
The Trust expects the Tenant to create and operate high quality enhancements to the Park. The Trust encourages proposers to describe customer service mechanisms that will enhance and maintain Park patron satisfaction.

INTERNAL CONTROLS AND RENT
The rent offer should be expressed as a guaranteed base rent plus a percentage of gross receipts in excess of a stated threshold amount. There must be an escalation of at least three percent (3%) per season (compounded annually) of the guaranteed base rent over the term of the Lease.

Throughout the term of the Lease, the Tenant will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenue, in a form and manner acceptable to the Trust. This revenue control system must maintain detailed sales information from each transaction. Specifically, sales information for the concession must be recorded electronically, via a mobile point-of-sale system (e.g., Revel Systems POS, LightSpeed Retail POS, ShopKeep POS, Breadcrumb POS, TouchBistro, etc.) with a minimum of 4G wireless Internet service, with details on, but not limited to, each sales transaction, the item(s) sold, time, date of sale and price of the item sold. Tenant will be required to provide the Trust with regular sales reports as requested. The Tenant must also establish a dedicated bank account for deposits of the revenue. All accounting and internal control related records shall be maintained for a minimum of six (6) years from the date of creation of the record.

Monthly Statements of Gross Receipts
The Tenant will be required to submit a monthly statement of gross receipts from all categories of income in a format approved in writing by the Trust by not later than the fifteenth (15th) of the subsequent Lease month. Guaranteed base rent and percentage rent (in excess of the threshold) will be payable monthly with an annual “true up” at the time of submission of the annual statement of gross receipts (see below). Gross receipts shall exclude the amount of any State or City sales taxes which are paid by the Tenant.
Annual Statement of Gross Receipts
Within thirty (90) days of the end of each operating year, the Tenant will be required to submit an audited statement of annual gross receipts from all categories of income. In addition, the Tenant must provide, at the request of the Trust, a detailed income and expense statement for the past year’s operation.

The Tenant will be required to pay all taxes applicable to the operation of the restaurant.

Security Deposit
Tenant will be required to maintain a security deposit equal to two-month’s guaranteed base rent for the duration of the Lease, which amount will be returned at the end of the Term provided no rent amount is outstanding and no damage to property has been sustained.

TERM
The term under the Lease may be up to ten (10) years with one additional five (5) year renewal option. Respondents may request a shorter term as part of their proposal.

Under the provisions of the Lease, Tenant may remain in occupancy for the full Term (and extension) provided that it complies with all conditions set forth therein and/or cures any default within a prescribed period and the Lease is not otherwise cancelled as set forth below.

PROPOSALS
All proposals must be submitted in a sealed envelope addressed to Nicole Dooskin, Hudson River Park Trust, Pier 40, 353 West Street, NYC, NY 10014 by no later than August 23, 2013 at 3:30 p.m.
Proposals received after that date and time may not be considered.

Submission Requirements
Proposals shall include each of the following. Please make reference to each content requirement number (i.e., 1 through 9) when submitting the RFP response.

1. Name, address, phone number, and email of the primary contact for the proposal.

2. Identity of the business entity proposed as Tenant. Include information regarding incorporation, key management personnel, and a statement of qualifications, including but not limited to the number of years of experience providing food or beverage service and a description of the locations and types of facilities Respondent has operated.

3. The term for which respondent proposes (not longer than 10 years + one 5-year extension). Include proposed dates upon which (a) Tenant will require access to the Premises in order to perform work and install improvements, and (b) commence operations.

4. Lease rent offer comprised of (a) a guaranteed base rent paid monthly during the term, and (b) a percentage of gross receipts first payable in the month when gross receipts exceeds a stated threshold. The proposal should detail each component of the Lease rent described above for each year of the term including annual escalation of the base fee (of at least 3% annually) and any variations on the applicable percentage and threshold for the percentage of gross receipts. The Lease will require the Tenant to be responsible for all costs associated with the Pavilion, including, but not limited to, insurance, utilities, ongoing maintenance, security and capital repairs. Note that the Trust will favor proposals which include a higher guaranteed base rent.
Rent proposal should also indicate the amount of tenant improvement allowance requested expressed as a credit against base rent.

5. A narrative setting forth the concept and vision for the restaurant including:
   a. Overall restaurant and cuisine concept
   b. A sample menu with prices. Also note if the respondent intends to apply for a liquor license.
   c. Intended use of the space including a description of how the three distinct areas of the Pavilion will be used throughout the day. For the rooftop area, describe any proposed public access.
   d. Hours of operations both in the summer and winter season including the proposed start date.
   e. Nature and frequency of proposed private or special events, if any
   f. Staffing plan
   g. Safety and security plans
   h. Marketing plan
   i. Maintenance, rubbish removal, and cleaning schedules
   j. Delivery, provisioning, and storage of supplies.

6. A Pro Forma cash flow for the full term (~10 years) of the proposed Lease. The Pro Forma must incorporate all operating assumptions into income and expense projections for each year of operation, and include a section outlining all assumptions upon which calculations are based. The Pro Forma cash flow should include all necessary capital improvements as well as reserves. Revenue from private events should be separated from restaurant operations revenue. Please provide the financial information in hard copy and electronically in Excel format (soft-coded only).

7. A fit-out and layout plan, including renderings, for the Pavilion along with a budget and timeline for design and fit out. The fit-out and layout plan should illustrate how both interior and exterior spaces of the Pavilion will be utilized including proposed seated and event capacity. Basic renderings should be included; please label all submitted drawings. Respondents are encouraged to include any additional information on accessory equipment to be used in the Pavilions (e.g. cooking equipment, signage, umbrellas, tables and chairs). Respondents are encouraged to integrate high performance measures and environmentally-friendly design practices where appropriate. NOTE: AUTOCAD drawings showing the Trust’s construction are available by request. Respondents should email Pier26rfp@hrpt.ny.gov to request the drawings and make arrangements to pick them up at the Pier 40.

8. An audited financial statement, including balance sheet and income statement for the most recently completed fiscal year, for each corporation, partnership, or joint venture entity which comprises Respondent, provided that such corporation or partnership is already established and has completed at least one full year of operation. Individual owners and all other corporations, partnerships and joint ventures for proposers which are newly formed must provide, as applicable: (1) certified statements of net worth for individual owners, principals, members and contributors, and/or (2) audited financial statements for constituent corporate and partnership owners or control entities with at least one year of operating experience.

Please note that all financial information, other than that submitted by public companies, will be treated as confidential and proprietary by the Trust subject to the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York. The Trust reserves the right to conduct an independent financial search through Dunn and Bradstreet or conduct a credit check.
9. Names and contact information of two references with whom respondent has done business similar to that proposed under this RFP.

10. Any other information that respondent believes useful to the consideration of its proposal.

**Submission Deadline and Format**

The following deadline has been established for submission of responses to this RFP:

**Responses Due: August 23, 2013 at 3:30 PM**

Three hard copies should be submitted and delivered to:

Hudson River Park Trust  
Pier 40, 2nd floor  
353 West Street  
New York, NY 10014  
Attn: Nicole Dooskin

And provided electronically in PDF form (the Pro forma in Excel format) to Pier26rfp@hrpt.ny.gov  
All electronic submissions should request confirmation of receipt by the Trust.

Please mark each copy of the submittal with “Pier 26 Restaurant RFP”. Please place all submittals in a sealed envelope. Mark the sealed envelope with:

1) “Pier 26 RFP”  
2) Name of the development team  
3) Solicitation # L4511  
4) Date of Submission

If you have a physical disability and cannot deliver your application to Pier 40, please contact Nicole Steele at 212-627-2020 or at Pier26rfp@hrpt.ny.gov least 48 hours prior to the deadline and special arrangements will be made for you.

**Evaluation Criteria / Selection**

RFP responses shall be evaluated in accordance with the following criteria. The relative importance of the criteria is not indicated by the order of listing.

1. Financial Benefit – Programming should be economically viable and provide sufficient revenues that will contributed toward Park maintenance and operations. The Trust will view favorably those proposals which provide for greater base rent payments supporting the Park maintenance, programming and management.

2. Restaurant Concept and Design – The Trust aims to solicit compelling restaurant concepts that take advantage of the Premises’ unparalleled setting and will evaluate each proposal to determine whether it will activate the pier and enhance the waterfront experience for the community. The Trust anticipates that Respondents will utilize creative Pavilion layout concepts and employ quality interior design and exterior furniture that is compatible with and enhances the design aesthetic of Hudson River Park.
3. Menu – the menu should reflect the restaurant’s location on the waterfront, within a Park, and in Tribeca. Menus should appeal to the neighborhood, Park patrons, and visitors who seek out the restaurant for its waterfront setting.

4. Days and Hours of Operation—The Trust prefers respondents that maximize the activation of the space.

5. Relationship to Surrounding Community – The Trust will evaluate a proposal’s positive impact on the community and responsiveness to the neighborhood context and the overall Hudson River Park. Proposals that offer use of the roof by the general public during non-peak-hours are encouraged.

6. Respondent Team Qualifications – Respondents should demonstrate experience, development skills, and financial resources necessary to complete a high-quality project on time and within budget. Previous experience in managing and operating similar facilities in a financially sustainable manner, and in compliance with all applicable laws, is also highly recommended.

7. Fit-out Investment and Schedule – Respondents should demonstrate the ability to complete the construction and begin operations of the facility, given the constraints set forth in the development guidelines, in a timely fashion.


The RFP shall remain open until the Lease is executed or the RFP is terminated.

All Respondents should carefully review the requirements of this RFP, including all attachments and any addenda that may be issued. To be favorably considered, proposals must meet the criteria outlined in this RFP. Each submission should demonstrate a firm understanding of the Trust’s goals and should respond directly to each criterion. Preference will be given to proposals that best satisfy all of the above mentioned criteria.

**Site Inspections**
The site is available for inspection by appointment only. Site visits with potential respondents will be conducted in the afternoon ONLY. To schedule a site visit please contact Pier26rfp@hrpt.ny.gov. All Respondents are highly encouraged to schedule a site visit. Interested respondents are advised to request site visits as early in the process as practical via email and they will be contacted via return email with the date and time of the next tour. **The last day to request a tour is July 31, 2013**

**Selection**
The Trust shall make best efforts to select a Tenant within six (6) weeks of the submission date, or by September 27, 2013.

**Questions / Technical Addenda**
All questions regarding this solicitation should be directed solely to Nicole Dooskin, the Trust’s designated contact person, at Pier26rfp@hrpt.ny.gov. Do not telephone. Do not contact other Trust staff or Board members. Answers to questions (without identifying the name of the inquiring party), and any technical addenda issued in connection to this RFP, will be posted on the Trust’s web site at [http://www.hudsonriverpark.org/about-us/bids-business-opportunities](http://www.hudsonriverpark.org/about-us/bids-business-opportunities)
and available to all. Such postings will be deemed incorporated into this RFP. Respondents are solely responsible for monitoring the RFP website for all such postings. **August 9, 2013 is the last date to submit questions.** Respondents are solely responsible for monitoring the RFP website for all such postings.
Appendix 1: Site Plans (to request Autocad drawings, please email pier26rfp@hrpt.ny.gov)
GROUND FLOOR

1. RESTAURANT (1,670 sf)
2. RESTAURANT TOILETS (245 sf)
3. MECHANICAL ROOM (195 sf)
4. KITCHEN (900 sf)
5. DUMBWAITER TO CONCESSION
6. OFFICE (107 sf)
7. WALK-IN REFRIGERATOR (125 sf)
8. TRASH ROOM (95 sf)
9. BOATHOUSE (separate tenant)
10. TERRACES (3,200 sf)
11. ADA ACCESSIBLE ELEVATOR TO ROOF

OCCUPANT CAPACITY:
- RESTAURANT - 114 people maximum
- TERRACES - 152 people
ROOF TERRACE

1. ROOF TERRACE (4,458 sf)
2. CONCESSION PREP/ SERVICE AREA (400 sf)
3. DUMBWAITER TO KITCHEN
4. ADA ACCESSIBLE TOILET (60 sf)
5. ADA ACCESSIBLE ELEVATOR TO GROUND

OCCUPANT CAPACITY:
ROOF TERRACE - 297 people maximum
Pavilion Construction Looking North from Pier 25
View from Roof Looking West
View from Roof Looking South
Appendix 2: RFP TERMS AND CONDITIONS

1. Recipients of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without the prior written approval of the Trust. Any news release pertaining to this RFP may only be made in coordination with the Trust.

2. This is a Request for Proposals and not a bid. The Trust shall be the sole judge of each response’s conformance with the requirements of the RFP and of the merits of the individual proposals. The Trust reserves the right to waive any conditions or modify any provision of the RFP with respect to one or more respondents, to negotiate with one or more of the respondents with respect to all or any portion of the project, to establish additional terms and conditions, to encourage respondents to work together, or to reject any or all responses. The Trust reserves the right to change the submission date, postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the Trust to do so.

3. All RFP submission materials become the property of the Trust. The Trust shall not be liable for any costs incurred by respondents in the preparation of proposals or for any work performed in connection therein.

4. The Trust is subject to the New York State Freedom of Information Law ("FOIL"), which governs the process for the public disclosure of certain records maintained by Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying upon written request, except when exempted from disclosure under the FOIL. Respondent may request that the Trust exempt all or part of its proposal, such as financial statements and tax returns, from public disclosure in accordance with one or more of the exemptions set forth in Section 87.

5. State Finance Law Sections 139-j and 139-k apply to this solicitation. This law (1) governs permissible communications between potential respondents and the Trust or other involved governmental entities with respect to this solicitation during the procurement process; (2) provides for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts; and (3) establishes sanctions for knowing and willful violations. Compliance with this law requires that (1) all communications regarding this solicitation, from the issuance of this solicitation through final award and approval of any resulting contract be conducted only with the designated the contact person(s); (2) the completion by respondents of the Disclosure of Prior Non-Responsibility Determinations Form and the Affirmation of Understanding of an Agreement pursuant to State Finance Law Form, copies of which are attached to this solicitation as Exhibit E and are also available on the Trust’s website at www.hudsonriverPark.org; and (3) periodic updating of such forms during the term of any contract resulting from this solicitation. A copy of the Hudson River Park Trust’s Procurement Lobbying Guidelines is available online at the Trust’s website: www.hudsonriverPark.org. All potential respondents are solely responsible for full compliance with this law. Neither this summary nor the referenced Guidelines is a complete presentation of State Finance Law Sections 139-j and 139-k. These provisions can be found at http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html

6. Successful respondents will be required to execute and adhere to a Lease in the Trust’s standard form to be more particularly negotiated upon selection.
7. Respondents are advised that the Trust has the option of selecting a submission or submissions without conducting negotiations. Therefore, respondents should submit their best proposal initially, since negotiations may not take place.

8. Technical addenda issued by the Trust will be the only authorized method for communicating clarifying information to all potential respondents. Respondents should contact the Trust before submitting a proposal to verify that they have received any addenda issued. Respondents are required to acknowledge the receipt of any addenda in their submissions.

Appendix 3: Additional Terms

1. Advertising of product brands will not be allowed without the Trust’s prior written approval.

2. The sale of items in polystyrene (e.g. Styrofoam) packaging and beverages in glass bottles is strictly prohibited.

3. Tenants must cooperate with the Trust if required for emergencies, special events or other unanticipated eventualities and to accommodate construction activity by the Trust and its contractors and/or Route 9A and its contractors.

4. Tenant will be required to maintain insurance for the duration of the Lease term. At minimum, the required coverage shall include $3,000,000 in Commercial General Liability insurance. Commercial General Liability insurance, maintained with an insurance carrier authorized to do business in New York, shall name the Hudson River Park Trust, the People of the State of New York, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the New York State Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, and each of their commissioners, directors, officers, agents, employees, successors and assigns as additional insureds thereunder. Workers Compensation, Employers Liability, Disability Benefits as required by New York State must be provided and other insurance as specified by the Trust. The certificate must also specify the leased location. A separate certificate of insurance is required for each leased area. Also, if operating vehicles within Hudson River Park, Comprehensive Business Automobile Liability Insurance with a limit of not less than $1,000,000.00 each accident shall be provided. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

5. Tenant shall defend, indemnify and save harmless Hudson River Park Trust, the People of the State of New York, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the New York State Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, and each of their commissioners, directors, officers, agents, employees, successors and assigns (“Indemnities”) from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments which arise from injury to any person, or persons, including death, or any damage to property of any nature, occasioned wholly or in part by any act(s) or omission(s) of Tenant or of the directors, officers, employees, guests, contractors, subcontractors, representatives or agents of Tenant, that occurs on or in proximity to the leased location or arise out of or as a result of this Lease.
6. Tenant shall not assign, grant use of, license or transfer use of the Lease, whether by merger, consolidation, purchase of assets, transfer of stock in Tenant, transfer of joint venture or partnership interests in Tenant, operation of law or otherwise, nor allow any other person/entity to conduct business at the leased location, without the prior written consent of the Trust in each instance.

7. Tenant warrants and represents that no officer, agent, employee or representative of the Trust, has received any payment or other consideration for the granting of this Lease and that no officer, agent, employee or representative of the Trust has any interest, directly or indirectly in Tenant, this Lease, or the proceeds thereof. Tenant acknowledges that the Trust is relying on the warranty and representation contained in this section and that the Trust would not enter into this Lease absent the same. It is specifically agreed that, in the event the facts hereby warranted and represented prove, in the opinion of the Trust, to be incorrect, the Trust shall have the right to terminate this Lease upon twenty-four (24) hours’ notice to Tenant and to rescind this transaction in all respects.

8. The parties to this Lease agree to cooperate fully with any investigation, audit, or inquiry conducted by a State of New York (“State”) or City of New York (“City”) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted Proposal, submitted proposal, contract, Lease, lease or license that is the subject of the investigation, audit or inquiry.

9. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Tenant will not discriminate against any employee or respondent for employment because of race, creed, color, sex, national origin, age, disability or marital status.

10. Disputes involving this Lease, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. This Lease shall be construed under, and be governed by, the laws of the State of New York, excluding conflict of law principles except where the federal Supremacy Clause requires otherwise. No legal proceeding shall be commenced by Tenant against the Trust in any court other than a court of competent jurisdiction of the State of New York in the County of New York. Tenant agrees to waive all rights to a trial by jury in any legal proceeding to which Tenant and the Trust are parties.

12. Tenants are expected to comply with all terms of their Leases. Inspectors from the Trust will visit the site unannounced to inspect operations and determine whether or not there is compliance with the terms of the Lease. If inspectors find violations, there may be fines levied for each violation. If subsequent fines are not paid, the Lease may be immediately revoked and such fines will be deducted from the security deposit held by the Trust.

13. If there is non-compliance with the terms of the Lease, the Lease may be terminated.

14. Tenant shall not place any vending machines at the Premises.
15. Respondents should be aware that the Trust may develop "marketing partnership" agreements identifying specific brands as the "designated" products of the Trust. As this occurs, the Tenant will be required to sell the specific products so identified if the Tenant sells goods in that product category. If directed by the Trust, the Tenant will be required to purchase the products from designated distributors, provided the said distributors provide the products at a competitive price. If the product is in the form of a service, the Tenant will be required to use the service identified. The Tenant, working with the Trust’s marketing representative, may be required to give the Trust’s marketing representative priority in the placement and scheduling of advertising. Marketing partners will be required to pay the market rate for any such advertising. In addition, the Trust reserves the right to place vending machines on and around the Premises and to preclude Tenant from selling products in those categories for which the Trust has entered into a "marketing partnership" with a marketing partner. Preclusion of any such product will not change the amount of payments to the Trust. The Trust's marketing partners may also be authorized to install, operate, maintain and repair vending machines within the Premises that compete with Tenant's products.

Additional Information

http://www.hudsonriverpark.org/