

REQUEST FOR PROPOSALS



Request for Proposals for
**Bicycle Rental Concession – Pier 84 West 44th Street
Building – 557 Twelfth Avenue**

RFP Release Date: October 7, 2019

Submission Deadline: November 21, 2019 at 3:00 pm

RFP# L5106

OVERVIEW

Premises:	The West 44 th Street building located at 557 Twelfth Avenue at Pier 84, including an approximate 575 square foot space and 1,000 square foot of outdoor space immediately south of the building Premises is offered in “as-is” condition
Permitted Use:	Bicycle rental concession
Term:	Five years with two optional two-year extension terms subject to Trust approval
Concession Fee:	Fixed monthly fee with annual escalations plus a percentage of gross receipts on first dollar or in excess of a threshold
Security Deposit:	At least two months of monthly base fee
Submission Deadline:	<u>November 21, 2019 at 3:00 pm</u>

THE BIKE RENTAL CONCESSION

The Hudson River Park Trust (the “Trust”), a public benefit corporation of the State of New York and consisting of a partnership between the State and City of New York, is seeking proposals from qualified businesses (“Respondents”) to manage and operate a high quality bicycle rental concession (“Bike Rental Concession”) at the Pier 84 esplanade in the Midtown section of Hudson River Park (the “Park”) at West 44th Street.

The Trust is looking for innovative proposals from Respondents who can demonstrate substantial experience in the operation of a bicycle rental operation and provide unique services, such as guided bicycle tours, that enhance the Park visitor experience, engage both neighborhood residents and tourists alike, and return income to the Trust. Proposals for the Bike Rental Concession should adhere to the highest design standards with attention paid to providing safe, high quality bike rental services for Park visitors.

The Park offers an exciting opportunity for qualified Bike Rental Concession operators with annual public visits to the Park currently exceeding 17 million. In addition, an estimated 145,000 vehicles travel along the adjacent West Side Highway every day with a clear sightline to the Bike Rental Concession. ***The Hudson River bikeway, a portion of which is located between the Bike Rental Concession and the West Side Highway, is said to be the busiest in the nation,*** and an integral part of the overall Manhattan Waterfront Greenway. The portion of the bikeway adjacent to the Park is owned by the State of New York and is part of New York’s Empire State Trail, which when completed in 2020 will be a continuous 750-mile route spanning the state from New York City to Canada and Buffalo to Albany.



Bicyclists using the bikeway adjacent to the Park

HUDSON RIVER PARK TRUST

In 1998, the New York Legislature passed the Hudson River Park Act (as amended, the “Act”), a major milestone in the more than 20-year effort to reshape the Hudson River waterfront and reconnect Manhattan neighborhoods to the river. The Act created the Trust, a joint City/State entity, to guide the development of four miles of parkland along the waterfront from north of Battery Park City to West 59th Street. The Trust’s Board of Directors consists of five members appointed by the Governor, five by the Mayor, and three by the Manhattan Borough President.

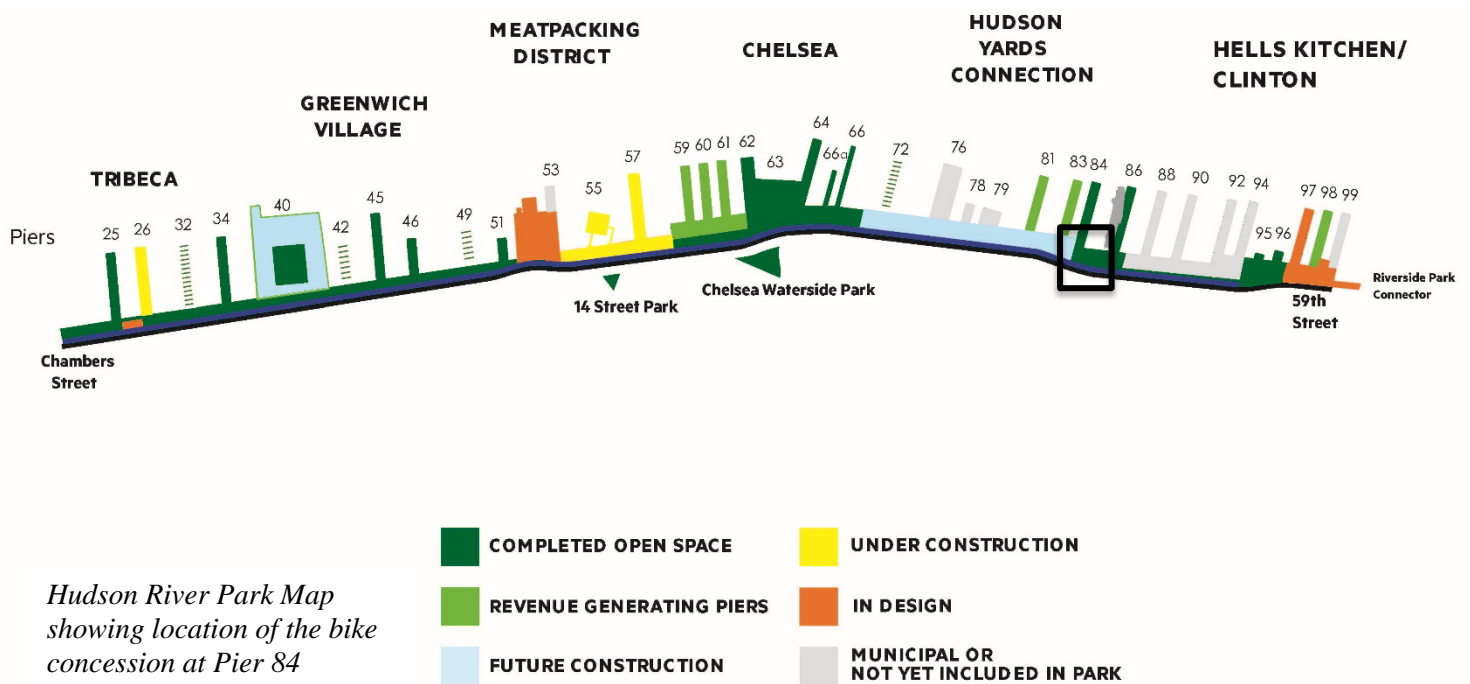
HUDSON RIVER PARK

The Park’s core elements consist of a waterside esplanade, 14 new public park piers for active and passive recreation, and limited and Park compatible commercial development along its 4-mile stretch to support park operations and maintenance. See below image showing the Park and its current construction status. Most of the Park is reserved for non-commercial park and recreational use. Park piers offer the opportunity to play field sports, volleyball, kayak, fish, sunbathe, enjoy the performing arts, and learn about the ecology of the Hudson River estuary. Waterfront festivals, performances, educational and recreational activities offered by the Trust and various park tenants create an expanding waterfront experience for a broad range of park users.

The Park is maintained and operated entirely by the Trust, which is supported by income collected from tenants, 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. Fees and charges due under the Concession offered pursuant to this RFP will be used exclusively to support the operations and maintenance of the Park. The amount of the proposed Concession fees will therefore be an important consideration to the Trust. The Trust is an equal opportunity contracting agency.

THE BIKE RENTAL CONCESSION OPPORTUNITY

The Trust is looking for an experienced and innovative Respondent to plan and operate the Bike Rental Concession. Respondent’s offerings may include bicycle repair services, and the sale of incidental items including, but not limited to, bicycle locks, helmets and/or other bicycle safety gear, bicycle lights, reflectors, bells, etc. The area within the Premises devoted to such incidental sales and repair services shall not exceed 20% of the Indoor Area (defined below).



Hudson River Park Map showing location of the bike concession at Pier 84

I. PREMISES

The area designated for the Bike Rental Concession is at the southern end of the Trust's West 44th Street building located at 557 Twelfth Avenue and includes an approximate 657 square foot space (the "Indoor Area"), and 1,000 square feet of outdoor space immediately south of the building (the "Outdoor Area") (together known as the "Premises") (see annexed Exhibit A). The Bike Rental Concession is situated in a major civic space prominently located between the Trust's tenants Circle Line Sightseeing/World Yacht and the Intrepid Sea, Air & Space Museum, two of New York City's most popular tourist attractions. The selected Respondent ("Concessionaire") will share the West 44th Street Building with another Trust concession, a well trafficked indoor and outdoor restaurant Hook'd on the Hudson. The West 44th Street Building also has public restrooms and a small park operations space.

The site is easily accessible via the M-42 bus that connects to the nearby Times Square – 42nd Street subway station (A, C, E, 1, 2, 3, S, N, Q, and R subway lines).

The Concessionaire shall operate and occupy the Bike Rental Concession in accordance with all applicable laws and shall, at its sole cost and expense, obtain all governmental licenses and permits that may be required to operate the Bike Rental Concession. Concessionaire shall at all times operate the Bike Rental Concession in accordance with the provisions of any required governmental licenses and the Concessions Agreement.

II. OPERATIONS AND MAINTENANCE

1. Site Controls

The Outdoor Area's perimeter must be enclosed using banner branded barricades, retractable belt stanchions, or something of similar likeness to delineate the Outdoor Area from public areas of the Park. The branded banners may not contain advertisements except for the name and/or logo of the Concessionaire and/or the Trust. The specific design and placement of all barricades including but not limited to any text or images on the barriers must be approved by the Trust prior to installation.

While the Trust contracts with NYC Parks Enforcement Patrol ("PEP") to provide for basic park-wide security, the security of the Premises, including its structures, equipment, and other personal items, are the sole responsibility of the Concessionaire.

The Concessionaire should work as a partner with the Trust to ensure a safe bikeway for not only the biking customers but all park visitors. In order to prevent dangerous situations on the bikeway, no electronic vehicles such as e-bikes, e-scooters, etc., are permitted on the bikeway and the Concessionaire shall not offer them as rentals. In addition, the Concessionaire shall provide instructions to customers on how to safely navigate between security bollards being placed at various locations on the bikeway by New York State Department of Transportation ("NYSDOT"). Lastly, customers should be informed that bikes may be walked but not ridden on the pedestrian esplanades within the Park.

2. Equipment

The Concessionaire will be required to purchase, supply, or otherwise obtain all equipment for the operation of this Bike Rental Concession at the Concessionaire's sole cost and expense. The equipment includes, but is not limited to, bicycles, branded barricades/delineators, signage, incidental items for sale, computer(s) (i.e., point of sale system), etc.

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

At the expiration of the Concession term, all fixed equipment, if any, becomes the property of the Trust upon installation, at the Trust's option. Should the Trust choose not to exercise this option, it will be the responsibility of the Concessionaire to remove such fixed equipment and return the Premises in a condition as good as, or better than, when Concessionaire first occupied the Premises.

3. Menu of Offerings

The bicycles being offered for rent and provided services must be of the highest quality and include various rental options.

The Trust will look favorably upon Respondents who are able to offer daylong service.

All bicycles, incidental items for sale like locks, helmets, tubes, lights, horns, etc., and bicycle repair services, as well as prices, are subject to approval by the Trust, not to be unreasonably denied. A price list, approved by the Trust, must be prominently displayed at the Bike Rental Concession at all times.

4. Hudson River Park Green Initiative

Concessionaire shall employ environmentally friendly practices including but not limited to: (i) prohibiting the use of polystyrene packaging or food containers and minimizing the use of disposable plastic items including not selling, serving or distributing single-use plastic water or soft drink bottles, plastic straws, and plastic cups, (ii) maximizing the use of recycled paper items, and (iii) implementing, as deemed practical and commercially reasonable by Concessionaire, additional environmental friendly industry standards and practices including those commercially reasonable standards and practices which are recommended by the Trust.

Concessionaire shall partner and subscribe to the Hudson River Park Trust Green Partnership Agreement and be a steward of the Park's Green Initiative, as described in more detail and in form shown in Exhibit C.

5. Restrooms

The Trust has a comfort station with restrooms for both men and women at the West 44th Street Building between the Premises and Hook'd on the Hudson for use by both the public and the Bike Rental Concession's staff and clientele.

6. Utilities and Building Systems

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

Electrical:

Electrical Power: The Premises is provided with one 350 amp, 120/208V, 3 phase, 4 wire + ground (U.O.N.) service panel. Electrical services installed to the space shall not be modified or otherwise altered without specific written authorization from the Trust. Modification of the existing electrical system and utility usage fees will be at the sole cost and expense of the Concessionaire.

Lighting: Outdoor overhead lighting exists outside of the Trust's W. 44th Street Building. All additional lighting plans must be approved by the Trust in writing. Installation of the additional lighting must be performed by a qualified and licensed electrical contractor with the Trust's prior written approval.

Plumbing:

Water Services: Potable water is available. The Premises is provided with a 2" diameter valued and capped domestic water can. All work to tie into and distribute the water supply must be performed from this point by a licensed plumbing contractor and is subject to prior Trust authorization.

Sanitary Service: Connections to the West 44th Street Building's sanitary system have been provided. The Premises is provided with a 4" diameter capped connection to the building's sanitary system. All work to tie into the sanitary system and vent must be performed by a licensed plumbing contractor and is subject to prior Trust approval. Modification or other alteration of such system is subject to prior Trust approval.

Gas Service: Provisions for gas service have been made to the West 44th Street Building. The Premises is provided with a 2" diameter value and capped domestic gas connection (500 HCF max.) which is metered separately from the rest of the West 44th Street Building. The Concessionaire will pay for gas service and establish and hold an account directly with Con Edison. All gas service work to occur within the Premises must be performed by a licensed plumbing contractor in accordance with all Consolidated Edison rules and regulations and is subject to prior Trust authorization.

Fire Protection:

Sprinkler: None.

Fire Alarm: The Premises has a fire alarm system.

Any additional fire protection requirements for the Premises as per applicable building code will be provided by the Concessionaire, at its sole cost and expense.

Phone & Internet:

The Premises is provided with a 1.5" diameter conduit with drag line to the building's telecommunications closet. Concessionaire is responsible for establishing and holding an account directly with Verizon for any telecommunications needs. Concessionaire shall be responsible for any voice and/or data needs within the space and shall connect the respective system to the building's telecommunications closet via the provided conduit. Concessionaire will be responsible for coordinating access to the building's telecommunications closet between the Trust and Verizon. Concessionaire, or its contractors/agents, may not make any connections in the telecommunications closet without prior Trust approval and authorization.

Mechanical:

Heat: The Premises is provided with four (4) convectors off the building's hot water system, each rated for an output of 10,400 BTU/hour. Four (4) 1" diameter copper (2 supply, and 2 return) line are provided valued and capped for future radiant floor heating system.

HVAC: The Premises is provided with a 1/3 HP exhaust fan with a capacity to 1,500 CFM and is interlocked with the air conditioning unit. The air conditioning unit included within the Premises has a total cooling capacity of 116,000 MBH. Any modification or other alteration to the existing HVAC requires prior Trust approval.

7. Hours of Operations

The Bike Rental Concession is required to be open, at a minimum, from April 1st to October 31st each year. The Concessionaire may, at its option, choose to shut down operations during the off-peak season (November 1st to March 31st).

The Bike Rental Concession may only operate at the Premises while the Park is open--from 6:00 AM to 1:00 AM daily. Actual hours of operation for the Bike Rental Concession must be submitted in writing, and will be subject to prior written approval by the Trust. The Concessionaire's employees and its clientele must be out of the Park by not later than 1:00 AM. The Park is closed between 1:00 AM and 6:00 AM daily. Any changes to the operating schedule must be approved by the Trust in writing.

8. Special Events

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

The Trust holds public events on Pier 84 from time to time. The events below were offered in the summer of 2019:

- Big City Fishing (<https://hudsonriverpark.org/events/big-city-fishing-sundays-on-pier-84>)
- Healthy on the Hudson (<https://hudsonriverpark.org/events/tai-chi-in-the-park-2019>)
- Kids Kayaking Adventure (<https://hudsonriverpark.org/events/kids-kayaking-adventure>)
- Submerge Marine Science Festival (<https://hudsonriverpark.org/special-events/view/submerge>)
- Science Saturdays (<https://hudsonriverpark.org/events/series/science-saturdays>)
- Open Field Lab (<https://hudsonriverpark.org/events/open-field-lab-2019>)
- Jazz at Pier 84 (<https://hudsonriverpark.org/events/jazz-at-pier-84-2019>), and
- Occasional private events.

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

9. Parking and Service Access

There is no provision for automobile or truck parking in the Park for either the Concessionaire or its clientele. Deliveries should be made to the layby lane located nearby to the south of the concession at

43rd Street extended, and hand trucked to the Premises. Deliveries should be scheduled for early in the morning between 6:00 AM and 8:30 AM, and garbage should be removed by the Concessionaire's private carting contractor on a nightly basis between 12:00 AM and 6:00 AM. Temporary parking for Concessionaire will be permitted by the Trust only as needed and with advance approval required.

10. Maintenance and Repair

Concessionaire is fully responsible for the cost of maintaining the Premises in good condition, and for repairing mechanical, electrical and plumbing systems and/or improvements within the Premises as needed. The Concessionaire is responsible for cleaning the Outdoor Area and removing all graffiti placed upon the Premises.

III. CONCESSION FEES AND INTERNAL CONTROLS

The Concession Agreement fee offer should be expressed as a guaranteed base fee per concession year ("Base Concession Fee"). There must be an escalation of at least three percent (3%) per year (compounded annually) of the Base Concession Fee over the Term of the Concession Agreement. Further, the Concession Agreement fee offer should also include a percentage of annual gross receipts excluding sales and use taxes (the "Percentage Concession Fee") that may be expressed either as in excess of a stated annual threshold or from the first dollar generated by the Concessionaire at the Premises from all sources including but not limited to: (i) sales of products or services sold at or from the Premises, and (ii) all ancillary business income generated from the Premises. The completed Fee Schedule contained at Exhibit D shall be completed by Respondent as part of the submission in response to this RFP.

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

1. Monthly Statements of Gross Receipts

The Concessionaire will be required to submit a monthly statement of gross receipts from all categories of income in a format approved in writing by the Trust by not later than the fifteenth (15th) of the subsequent concession month. The Base Concession Fee and Percentage Concession Fee will be payable monthly with an annual "true up" at the time of submission of the annual statement of gross receipts (see below).

2. Annual Statement of Gross Receipts

Within thirty (30) days of the end of each operating year, the Concessionaire will be required to submit an annual statement of gross receipts from all categories of income in a format approved in writing by the Trust. In addition, the Concessionaire must have available, at the request of the Trust, a detailed income and expense statement for the past year's operation.

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

IV. INSURANCE

The Concessionaire must adhere to the Trust's insurance requirements provided in the proposed Concession Agreement. Please note that the insurance requirements attached to the proposed Concession Agreement reflect minimal coverage amounts and types and may be subject to change at the Trust's sole and absolute discretion.

V. SECURITY DEPOSIT

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

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

VI. TERM

The term of the Concession to be issued to the Concessionaire by the Trust shall initially be for five (5) years, with two (2) two-year renewals. The renewal options may be exercised by Concessionaire with the approval of the Trust at the sole and absolute discretion. The Bike Rental Concessions will be operated pursuant to a Concession Agreement; no leasehold or other property right is offered.

VII. PROPOSALS / SUBMISSION REQUIREMENTS

All proposals must be submitted in a sealed envelope addressed to Justin Camos, Hudson River Park Trust, Pier 40, 353 West Street, Suite 201, New York, NY 10014 by no later than **November 21, 2019 at 3:00 p.m.** Proposals received after that date and time may not be considered.

The Trust will also offer an optional walk-through of the Premises on **October 31, 2019 at 11:00 AM**. Interested Respondents should meet at the Pier 84 building for the walk-through. Please email BikeRentalRFP@hrpt.ny.gov if you intend on going on the walk-through.

Proposals shall include each of the following. Please, reference each content requirement number (i.e., 1 through 10) when submitting the RFP response.

1. Respondent's name, address, phone number, and email of the primary contact for the proposal.
2. Fee Proposal using the form provided at Exhibit D.
3. Detailed description of the overall concept and vision along with a detailed operation plan including (a) date for start of operations and hours of operation (clearly stating minimum guaranteed operating hours), (b) services to be provided, (c) staffing plans, (d) safety and security plans, (e) maintenance, rubbish removal, and cleaning schedules, and (f) delivery, provisioning, and storage of supplies.

4. If any improvements are planned, drawings/schematics/renderings/photos of the proposed build-out for the Bike Rental Concession including proposed signage.
5. A sample menu of offerings including prices.
6. Annual operating pro forma detailing expected costs, revenue, and Concession Fees payable to the Trust.
7. Statement of qualifications, including but not limited to the number of years of experience operating a bike rental business and a description of the locations and types of facilities Respondent has operated.
8. Complete copies of all relevant licenses, operating certificates and any other documents that provide or otherwise evidence the Respondent's authorization to conduct a bicycle rental operation in the City of New York.
9. Financial statements and, if financial statements are not audited, not less than two years of business or personal federal income tax returns indicating that the Respondent is in solid financial health and has the ability to manage and operate a business. Note: Should the Trust determine that the Concessionaire does not have sufficient financial strength it may require a guarantor or co-signer.
10. Names, addresses and telephone numbers of three (3) business references.

1. Format and Submission

- Three (3) hard copies should be sealed, submitted, and delivered by **November 21 at 3:00 PM** to:

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

- No proposals should be submitted in sealed plastic sleeves or spiral binders.
- An identical electronic copy of Respondent's proposal on a flash drive or DVD and in PDF format must be included in Respondent's sealed proposal.
- The Trust reserves the right to hold Respondent to the most favorable proposal in the event of discrepancies between the print and electronic versions of the proposal.
- Please mark each copy of the submittal with "Bike Rental Concession". Please, place all submittals in a sealed envelope, and mark it with:
 - 1) "Bike Rental Concession"
 - 2) Name of the Respondent
 - 3) Solicitation # L5106
 - 4) Date of Submission
- If you have a physical disability and cannot deliver your application to Pier 40, please contact Nicole Steele at 212-627-2020 or write BikeRentalRFP@hrpt.ny.gov at least 48 hours prior to the deadline and special arrangements will be made for you.

2. Questions / Technical Addenda

All questions regarding this solicitation should be submitted by not later than **November 5, 2019** at 3:00 p.m. and directed solely to Justin Camos, the Trust's designated contact person, at BikeRentalRFP@hrpt.ny.gov. **Do not telephone.** Do not contact other Trust staff or the Trust's Board

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

VIII. RFP TERMS AND CONDITIONS

- (a) Recipients of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without the prior written approval of the Trust. Any news release pertaining to this RFP may only be made in coordination with the Trust.
- (b) This is a request for proposals and not a bid. The Trust shall be the sole judge of each response's conformance with the requirements of the RFP and of the merits of the individual proposals. The Trust reserves the right to waive any conditions or modify any provision of the RFP with respect to one or more respondents, to negotiate with one or more of the respondents, to establish additional terms and conditions, to encourage respondents to work together, or to reject any or all responses. The Trust reserves the right to change the submission date, postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the Trust to do so.
- (c) All RFP submission materials become the property of the Trust. The Trust shall not be liable for any costs incurred by respondents in the preparation of proposals or for any work performed in connection therein.
- (d) The Trust is subject to the New York State Freedom of Information Law ("FOIL"), which governs the process for the public disclosure of certain records maintained by the Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying upon written request, except when exempted from disclosure under the FOIL. Respondent may request that the Trust exempt all or part of its proposal, such as financial statements and tax returns, from public disclosure in accordance with one or more of the exemptions set forth in Section 87.
- (e) Successful Respondents will be required to execute and adhere to a Concession Agreement in the Trust's standard form attached at Exhibit B to be more particularly negotiated upon selection.
- (f) Respondents are advised that the Trust has the option of selecting a submission or submissions without conducting negotiations. Therefore, Respondents should submit their best proposal initially, since negotiations may not take place.
- (g) All proposals shall remain firm and cannot be withdrawn for a period of 120 days after receipt of proposals.
- (h) State Finance Law Sections 139-j and 139-k (the "Procurement Requirements") apply to this solicitation. These Procurement Requirements (1) govern permissible communications between potential Respondents and the Trust or other involved governmental entities with respect to this solicitation during the procurement process; (2) provide for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public

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

- (i) Compliance with the Procurement Requirements requires that: (1) all communications regarding this solicitation, from the issuance of this solicitation through final award and approval of any resulting Concession Agreement (the “Restricted Period”), be conducted only with the contact person(s); and (2) the completion by respondents of the Respondent Disclosure of Prior Non-Responsibility Determinations and the Respondent’s Affirmation of Understanding and Agreement pursuant to State Finance Law Form, a copy of which is attached to this solicitation at Exhibit E and is also available on the Trust’s website under bids and business opportunities.

By submitting a proposal, Respondents hereby warrant and represent that any ensuing Concession Agreement has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Concession Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of the Trust (see the attached Non-Collusion Form at Exhibit E).

IX. EVALUATION CRITERIA AND PROCESS:

Proposals will be evaluated in accordance with the following criteria:

- 30%** Quality of the proposed operation, including functioning as a quality use serving Park visitors and adjacent residential community residents.
- 25%** Respondent’s proposed daily operating schedule, and the respondent’s ability to commence operations by no later than April 1, 2020 and successfully operate and maintain the facilities throughout the Term.
- 25%** Proposed Fee Schedule, along with ability to make all proposed payments based upon soundness of business concept and financial strength of respondent and/or co-signer/guarantor(s).
- 20%** Respondent’s prior experience, reputation, organizational and business capability.

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

All Respondents should carefully review the requirements of this RFP, including all attachments and any addenda that may be issued. All addenda will be posted on the Trust’s website under Bids and Business Opportunities. To be favorably considered, proposals must meet the criteria outlined in this RFP. Preference will be given to proposals that best satisfy all of the above mentioned criteria.

EXHIBIT A

PREMISES

The Premises includes the Hudson River Park Pier 84 kiosk building located at the foot of West 44th Street on the Hudson River waterfront consisting of: (a) approximately 575 square feet of interior space of the southern section of the Property (the “Retail Space”), and (b) approximately 1,000 square feet of outdoor space immediately south of the Property (the “Outdoor Area”). The Retail Space and Outdoor Area shall together be known as the Premises.

The site plan for the Premises is attached as Exhibit A-1. Photos of the Premises are attached as Exhibit A-2.

Exhibit A.1 -- Premises

Layby Area

Concessionaire, and/or its vendors, contractors, or sub-contractors, may hand truck supplies, materials, equipment, etc. to and from the layby area to the Premises. Vehicles temporarily parked in the layby area performing such delivery and/or pick-up will be limited to one (1) hour.

Premises

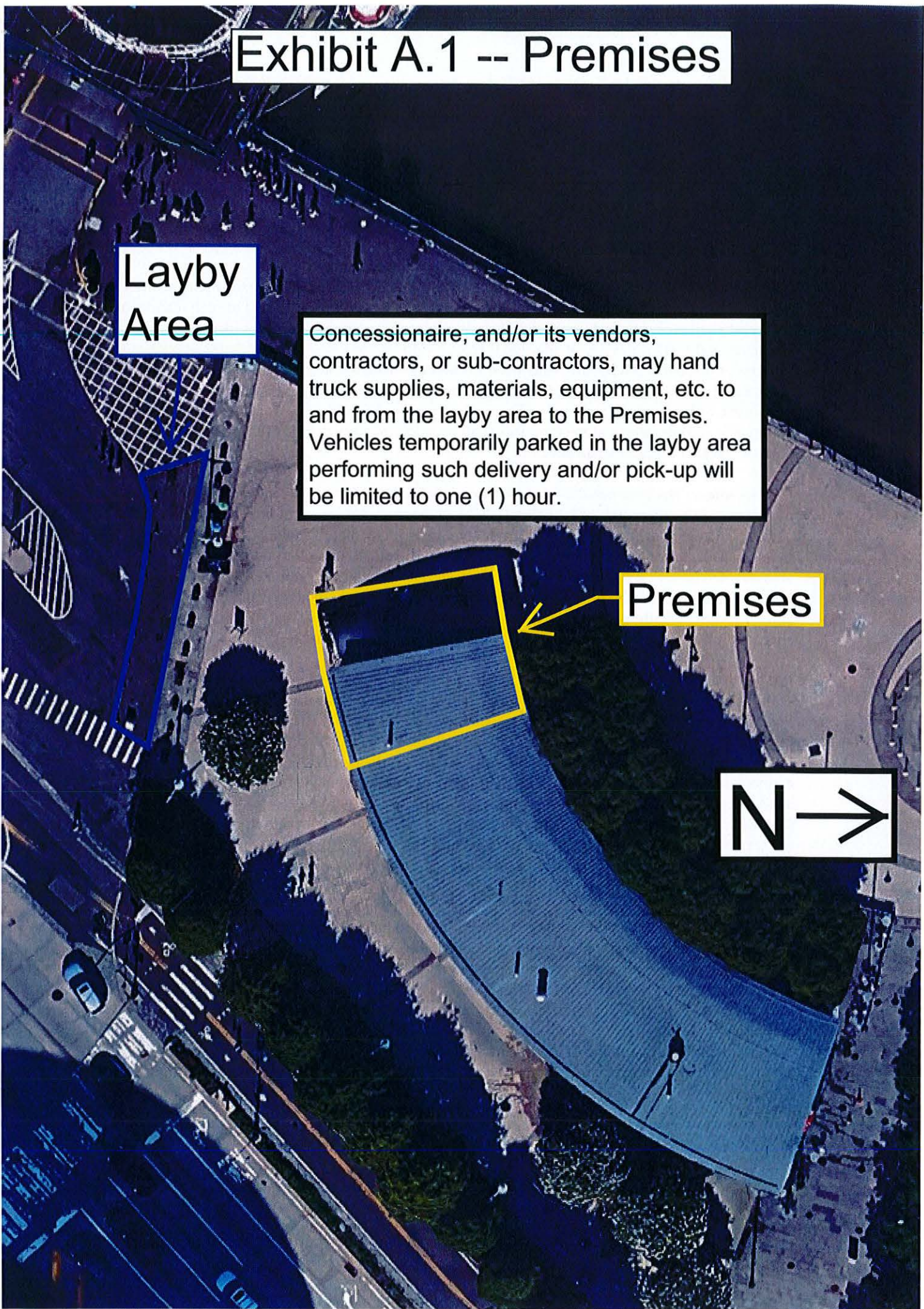


Exhibit A-2: Photos



Above, the Outdoor Area and below showing access to the Retail Space



EXHIBIT B
FORM OF CONCESSION AGREEMENT

[SEPARATELY PROVIDED]

EXHIBIT C

Hudson River Park Trust Green Partnership Agreement

This Green Partnership Agreement (“**Agreement**”) is made by and between The Hudson River Park Trust (the “**Trust**”) having an office a Pier 40, 353 West Street, 2nd Floor, New York, NY 10014 and XX having an address of XX (“**Concessionaire**” and together with the Trust, the “**Parties**”) and is dated as of XX.

WHEREAS, State Legislation designated the 400 acres of in-water area within the Hudson River Park an Estuarine Sanctuary. These protected waters are a vital ecological resource for the millions of visitors and patrons of the Park each year; and

WHEREAS, the Trust is a leader in environmental stewardship and through its Green Initiative, encourages occupants of the Park to join its stewardship efforts; and

WHEREAS, Concessionaire desires to partner with Trust and become an environmental steward promoting green practices in its daily operations within the Park and to patrons served;

NOW, THEREFORE, the Parties agree to advance the efforts of the Hudson River Park’s Green Initiative by not using single use plastics, use of green products and advancing public education as set forth below.

1. Concessionaire shall:
 - A. Not distribute and sell single use plastic bottle(s), straw(s), and stirrer(s).
 - B. Use green products within Hudson River Park. Suggested products include, but are not limited to:
 - Paper Straws
 - Paper cups
 - Paper Plates
 - Paper Bags
 - Paperboard Food Containers
 - Boxed water
 - Glassware
 - Recyclable Glass
 - Metal Straws
 - Biodegradable Trash Liners
 - Biodegradable Cutlery
 - C. Reduce the use of plastic packaging.
 - D. Use commercially reasonable efforts to use biodegradable products.

2. Concessionaire will partner with the Trust in advocating and educating the public on Hudson River Park's Green Initiative through signage, displays, and other partnering opportunities as brought forth by the Trust.
3. Concessionaire will in good faith participate in a plastic audit as conducted by the Trust or its consultant in calendar year 2020. By January 30th of every succeeding calendar year Concessionaire will report to the Trust for the preceding calendar year its reduction in the use of single use plastic in a format as provided by the Trust.
4. Concessionaire agrees that the Trust will update this agreement from time to time as plastic reduction initiatives become more defined in practice.

**GRANTOR:
HUDSON RIVER PARK TRUST**

By: _____
Name: _____
Title: _____

CONCESSIONAIRE:

By: _____
Name: _____
Title: _____

EXHIBIT D
FEE SCHEDULE

BASE CONCESSION FEE

Concession Year 1	Concession Year 2	Concession Year 3	Concession Year 4	Concession Year 5	Extension Year 6	Extension Year 7	Extension Year 8	Extension Year 9

PERCENTAGE CONCESSION FEE

	Year 1	Year 2	Year 3	Year 4	Year 5	Ext. Year 6	Ext. Year 7	Ext. Year 8	Ext. Year 9
Applicable Percentage									
Applicable Threshold									

EXHIBIT E

NEW YORK STATE REQUIRED FORMS

DISCLOSURE OF PRIOR NON-REPONSIBILITY

NON-COLLUSION CERTIFICATION

IRAN DIVESTMENT ACT AFFIDAVIT



Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates Hudson River Park Trust to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Person Submitting this Form:

Name:

Title:

Contract Procurement Number:

Date:



Disclosure of Prior Non-Responsibility Determinations

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

No

Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to Hudson River Park Trust with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____

**Affirmation of Understanding of and Agreement pursuant to
State Finance Law § 139-j (3) and § 139-j (6)(b)**

_____ hereby affirms that it understands and agrees to comply with the procedures of the Hudson River Park Trust relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

Signed: _____ Date: _____

Name: _____ Title: _____

Contractor Name:

Contractor Address:



CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

Name of Respondent:

Business Name:

Business Address:

Phone:

Fax:

Email:

I hereby attest that I am the person responsible within my company for the final decision as to the prices(s) and amount of this bid/proposal or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any other competitor.
2. The respondent prior to the opening has disclosed neither the price(s) nor the amount of this proposal.
3. No attempt has been made to solicit, cause or induce any company or person to refrain from bidding on this project, or to submit a bid/proposal higher than the bid/proposal of this firm, or any intent ally high or non-competitive bid/proposal or other form of complementary bid/proposal.
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary bid/proposal.
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from bidding or to submit a complementary bid/proposal.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid/proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid/proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this bid/proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Name

Federal ID Number



IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

, BEING DULY SWORN, DEPOSES AND SAYS THAT:

- 1. I am responding to a competitive procurement to provide services and/or supplies on behalf of , to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.
2. The address of the company or individual submitting the proposal is:
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the respondent has no "investment activities in Iran".
4. The respondent's taxpayer identifications number is:
5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: _____

Signature

Title

Subscribed to and sworn to before me
This day of , 20

Notary Public