

REQUEST FOR PROPOSALS

Hudson River Park Trust



Request for Proposals For

Non-Alcoholic Beverage Vending Concession and Branding/Sponsorship Opportunity in Hudson River Park

RFP Release Date: November 29, 2023

Submission Deadline: January 24, 2024, at 12:00 PM

RFP#: G7170

SUMMARY

- Premises:** Up to 36 vending machine locations within Hudson River Park as depicted in Exhibit A. The Premises is offered in “as-is” condition.
- Permitted Use:** Vending, Branding and Sponsorship Opportunities as detailed herein.
- Term:** 5 years – one 3-year initial term and one 2-year renewal
- Fees:** Annual fixed vending machine location rental fee, and a branding and sponsorship fee, each with annual escalations, plus commissions and rebates as detailed in Section IV herein
- Security Deposit:** \$10,000.00
- Submission Deadline:** January 24, 2024, at 12:00 PM

I. BACKGROUND

Hudson River Park (the “Park”) provides over 17 million visitors annually with a wide range of popular public spaces and facilities across a four-mile stretch of Western Manhattan. Facilities include popular sports fields, playgrounds, basketball and tennis courts, skate parks, dog runs, lawns, picnic areas and more, including six heavily used sports fields, which see over 250,000 users each year. The Park is a highly visible, heavily used location for running, exercise, sports and fitness and community gatherings of all sizes.

The Park also produces over 400 events each year that are free and open to the public. Signature events include major festivals like the Hudson River Dance Festival, the Blues BBQ Festival and the SUBMERGE Marine Science Festival. Weekly events like Sunset Salsa and Healthy on the Hudson draw over 50,000 people to the Park every summer. The Park also hosts a variety of large-scale events like the New York City Wine and Food Festival and Bike MS. Together, the Park’s events engage over 350,000 motivated attendees annually. The Park is also home to some of New York City’s most iconic landmarks and attractions like the Intrepid Sea, Air, & Space Museum, the Circle Line and many more amenities that draw tourists and New Yorkers alike year-round.

Hudson River Park Trust (the “Trust”), a public benefit corporation, was created in 1998 when the New York Legislature passed the Hudson River Park Act (as amended, the “Act”) to revitalize the Hudson River waterfront between the northernmost boundary of Battery Park City and West 59th Street and reconnect Manhattan neighborhoods to the river through construction of Hudson River Park. The Trust has stewarded the development and operation of the Park for the past 25 years. The Park has created tremendous value for the western Manhattan neighborhoods of TriBeCa, the Greenwich Village, Meatpacking, Chelsea, Hell’s Kitchen and Clinton.

II. THE OPPORTUNITY

The Trust is soliciting proposals for automatic vending machine services to supply, stock, manage and maintain vending machines at up to 36 Trust-designated locations throughout the Park in accordance with the terms and conditions set forth in this RFP and the concession agreement to be subsequently entered into between the Trust and Concessionaire (“Concession Agreement”). The Concessionaire shall cater to regular Park patrons, event attendees, tourists and Trust staff with products sold through vending machines owned and stocked by Concessionaire. As requested, the Concessionaire shall also sell products directly to the Trust and event promoters of Trust-produced in-house events. Over the past two years, 23 vending machines in the Park generated over \$380,000.00 in gross revenue. With new locations now open to the public, an anticipated increase in visitors to the Park and an expanded number of vending machines, the potential for revenue generation is expected to increase.

In addition to automatic vending machine services, the Trust seeks an experienced and qualified partner to be the Official Non-Alcoholic Beverage Sponsor of the Park. Each year, the Trust produces hundreds of free fitness, family, dance, music, educational and other events engaging hundreds of thousands of patrons, and visible to many more. As detailed below, the Trust

will look favorably upon proposals that include additional value through Non-Alcoholic Beverage Sponsorship.

III. OFFERINGS

A. Product Sales

The Concessionaire shall have the right to place vending machines at up to 36 locations. The right applies to machines providing carbonated beverages, water, sports and fitness drinks, energy drinks, iced tea and snacks located throughout the Park. The successful respondent shall determine the exact locations of vending machines in coordination with the Trust. A map depicting current vending machine placements can be found in Exhibit A.

Proposals should outline beverage and food offerings. Glass and plastic bottles are prohibited from vending, in line with the Trust's Park Over Plastic Initiative (Exhibit B). Given the heavy athletic use in the Park, successful proposals should include canned water and sports beverages as part of the range of offerings.

In the event the Trust were to advance plans for a comprehensive redevelopment of any part of the Park within the Term of the proposed Concession Agreement, the Trust may elect to amend the Concession Agreement with respect to the vending machine locations. Additionally, the Trust may require temporary or permanent closure or relocation of vending machines for emergencies, repairs, or other reasons. In such circumstances, the Trust would endeavor to provide as much advance notice to the Concessionaire as practicable.

B. Branding and Sponsorship

The Concessionaire has the opportunity to propose its brand/product messaging, directly or in partnership, at vending machines and to participate with brand specific activations and sampling in Park-produced events serving the general public. Each year, the Trust produces hundreds of free fitness, family, dance, music, educational and other events serving more than 350,000 people.

Depending on the proposed level of sponsorship, Concessionaire may receive recognition through Trust-produced marketing and promotion collateral including printed materials, the Trust's website and on Trust-maintained social media channels.

Opportunities for sponsorship include the ability to partner with the Trust on popular event series like Healthy on the Hudson – weekly fitness classes held throughout the Park, Sunset on the Hudson – a weekly summertime free concert series featuring local artists, Jazz at Pier 84 – a popular jazz series supported by the Jazz Foundation of America and more. Partnership may also include branded presence and recognition at major annual events hosted by the Trust including the popular Blues BBQ Festival, the Hudson River Dance Festival, SUBMERGE Marine Science Festival and more. Additionally, there are opportunities for stand-alone sampling and product

promotion at any one of the Park's popular locations. A list of opportunities can be found in Exhibit C.

Concessionaires may also opt to participate in Corporate Social Responsibility (CSR) programming facilitated by Hudson River Park Friends, an independent nonprofit organization dedicated to the completion, care and enhancement of the Park. CSR programming encompasses employee and community engagement designed to showcase environmental stewardship through initiatives that include conservation of the river estuary ecology, urban greening and sustainability, investing in environmental education for NYC youth and special events.

The Trust will review submitted branding and sponsorship plans and will evaluate the proposals to determine branding opportunities, promotional rights and opportunities for marketing activation at events that are proportional to the Concessionaire's proposed fees.

For more information on Branding and Sponsorship Opportunities, please see Exhibit C.

IV. FEES

A. Vending Machine Location Rental Fees

Concessionaire shall pay the Trust an annual fixed vending machine location rental fee (the "Vending Machine Location Rental Fee") commensurate with case volume data, with 3% minimum annual escalations payable within 60 days of the execution of the Concession Agreement with subsequent installations due on the anniversary date after each year remaining in the term of the Concession Agreement. The Trust will look favorably at responses that recognize the potential revenue, and high sales volume that these sites provide.

B. Commissions

Concessionaire shall pay the Trust a monthly commission rate (the "Monthly Commission Rate") for products sold from Concessionaire's vending machines. Commissions shall be paid based upon cash collected after deducting taxes, deposits, recycling fees, and other reasonable charges.

C. Rebates

Third-party producers ("Producers") of in-house Park events may elect to sell beverages. If such an election is made, in-house Park event producers will purchase products from the Concessionaire for sale at events throughout the Term. The Concessionaire shall provide pricing to the third-party event producers for purchases of its products, with annual increases limited to 4%. Concessionaire shall thereafter pay the Trust a rebate for each product (e.g., \$3.00 per case) as indicated in the Concessionaire's proposed fee schedule (the "Fee Schedule"), set forth in Exhibit D.

D. Annual Branding & Sponsorship

While sponsorship investment is not a core requirement of this RFP, proposals that do include an annual fixed branding and sponsorship Fee (the “Branding and Sponsorship Fee”) will reflect positively on respondents’ ratings in the evaluation of the proposal, (see “Selection Criteria” below). Should the Respondent choose to include sponsorship support, the fee will be made payable within 60 days of the execution of the Concession Agreement with subsequent installations due on the anniversary date after each year remaining in the term of the Concession Agreement.

V. TERM

The Agreement is expected to begin on or about April 1, 2024, and continue through March 31, 2029 (the “Term”)

VI. SPECIFIC TERMS, DEADLINES AND REQUIREMENTS

1. **Submission Deadline: January 24, 2024, at 12:00 PM** by hand, express mail, other nationally known overnight courier and/or via email to beverageRFP23@hrpt.ny.gov.
2. If a hard copy is being submitted in addition to a digital submission, then the proposal should be submitted in a sealed envelope labeled: “**Proposal for Non-Alcoholic Beverage Vending Concession and Branding/Sponsorship Opportunity in Hudson River Park, RFP #G7170**” to Hudson River Park Trust, Pier 40 at 353 West Street, Suite 201, New York, N.Y. 10014, Attn: Andrew Ronan, Vice President, Partnerships, Programming & Events.
3. Pre-Proposal Meeting/Site Visit: **December 12, 2023, at 10 AM** at Pier 40. Please email beverageRFP23@hrpt.ny.gov to RSVP by **December 11, 2023**.
4. Last date to submit questions regarding the RFP: **December 14, 2023**, to beverageRFP23@hrpt.ny.gov.
5. Answers to questions regarding the RFP and any technical addendum issued in connection with the RFP will be made available on the Trust’s website at: <http://www.hudsonriverpark.org/about-us/bids-business-opportunities> on **December 18, 2023**. Respondents are solely responsible for monitoring the Trust’s website for such postings.

If you have a physical disability and cannot deliver your application to the Trust, please contact Andrew Ronan at (212) 627-2020 or email aronan@hrpt.ny.gov at least 48 hours prior to the submission deadline and special arrangements will be made for you.

VII. SUBMISSION REQUIREMENTS

Each respondent should include the following with its submitted proposal. Information should be submitted in the same numerical order as provided below.

1. Name, address, phone number, and email address of the primary contact for the respondent.
2. A description of the respondent's organizational structure, key management personnel, number of years in operation, and a detailed description of how the utilization of the Premises and operation of the Non-Alcoholic Beverage Concession in Hudson River Park complements the respondent's existing business model.
3. A detailed description of the respondent's specific proposed uses and operations at the Premises including, but not limited to the following:
 - a. Examples of similar vending machine services rendered at three (3) similar properties;
 - b. Details on the equipment to be installed in Hudson River Park, including any energy efficiency classifications. Include confirmation that equipment will operate using only the available power (120v, max 20a) at each approved location;
 - c. Products including beverages and/or snacks with prices for vending machines and product sales for Trust-produced events and select special events;
 - d. Staffing plan, including total number of employees including day to day contact for partnership administration, equipment delivery and maintenance, vending machine deliveries and product deliveries for events;
 - e. Maintenance plan for vending machines, including the process for addressing damages and/or replacements, and the time frame for such responses;
 - f. Customer service plan, including the process for addressing refunds or reporting service issues;
 - g. Marketing and merchandising plan designed to support the Trust. Identify whether your proposal includes branding and/or sponsorship and provide a description of each platform. For proposals that include branding of vending machines, identify the nature of the proposed branding and the extent to which it offers synergies with the Trust's image, customers and goals. Identify cross-marketing opportunities, if any. For proposals involving sponsorship, indicate the potential sponsorship areas of interest which should also include a focus on synergies with the Trust and its customers.
4. A completed Fee Schedule for the Premises as provided in Exhibit D. The "**Concession Fee**" is comprised of:
 - a. Vending Machine Location Rental Fee
 - b. Monthly Commission Rate for vending machine products
 - c. Rebates for direct purchases of products
 - d. Branding and Sponsorship Fee

Concessionaire shall pay all state, municipal and federal taxes payable in connection with the use and operation of the Premises. However, the Concessionaire will not be required to make any payment to the Trust with respect to any real estate taxes (or in lieu thereof) or escalations tied to increases in real estate tax assessments.

5. Financial statements, including balance sheet and income statement for the most recently completed fiscal year, for each company, corporation, partnership, or joint venture entity which comprises the respondent, provided that any such company, corporation, partnership or joint venture must be already established and shall have completed at least one full year of operation. Individual owners and any newly or to be formed company, corporations, partnerships, or joint ventures must provide, as applicable: (1) certified financial statements of net worth for individual owners, principals, members and contributors, and/or (2) financial statements for constituent corporate and partnership owners or control entities with at least one year of operating experience.

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 may conduct a credit check and/or undertake further due diligence for each respondent through Dun & Bradstreet, banking and/or trade references, and each respondent is deemed to consent upon its submission of a proposal to the Trust pursuant to this RFP to such credit/reference check.

6. Names and contact information including both phone number and email address of three references that respondent has done business similar to that proposed under this RFP.
7. Any other information that respondent believes useful in consideration of its proposal.

VIII. EVALUATION CRITERIA

RFP responses shall be evaluated in accordance with the following criteria.

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|--------------|---|
| 35% | Proposed Fee Schedule (Vending Machine Rental Fee, Monthly Commission Rate, Rebates), along with ability to make all proposed payments based upon soundness of business concept and financial strength of respondent. |
| 25% | Branding and Sponsorship Fee, quality and creativity of proposed branding and sponsorship support plans. |
| 15% | Respondent's prior experience, reputation, organizational and business capability. |
| 12.5% | Quality of the proposed operational plan, including the quality of the proposed vending machines, the proposed maintenance plan for the vending machines and the customer service plan. |
| 12.5% | Variety and pricing for proposed products. |

IX. LIMITED PERMISSIBLE CONTACT

All questions concerning the RFP must be addressed to:

Andrew Ronan, Vice President, Partnerships, Programming & Events
Hudson River Park Trust
353 West Street, Room 201, New York, New York 10014
Email: aronan@hrpt.ny.gov

X. OPERATIONS AND MAINTENANCE

Security

The Trust contracts with NYC Parks Enforcement Patrol to provide park-wide security; however, the security of the Concessionaire's equipment and property on the Premises is the sole responsibility of the Concessionaire.

Parking / Service Access

Parking and vehicular access is not available at the Premises. The Concessionaire shall propose a delivery schedule in consultation with, and approval by, the Trust. Delivery motor vehicles are not allowed to drive through the Park. All deliveries and removals must be performed using hand carts or an electric utility vehicle.

Maintenance and Repair

Concessionaire shall maintain the Premises in good repair and condition at its sole cost and expense.

Garbage and Cleaning

The Concessionaire shall keep the Premises and immediately adjacent areas clean at all times. All graffiti on the Premises must be removed within 24 hours of discovery. The Concessionaire shall present a "Green Cleaning Program" to the Trust for its approval.

Concessionaire must take all reasonable precautions to prevent leaks of toxic fluids from equipment, toxic leaks associated with the cleaning of equipment and toxic leaks of fluids (including contaminated water) into/onto the ground, pier, or into the Hudson River.

Concessionaire shall accept the Premises "as-is" and will not at any time make any claim that the Premises (including, without limitation, any structures or other improvements located thereon) are not in a suitable state of repair or condition for the uses and purposes of the Concession Agreement, nor will Concessionaire at any time make any claim for or by way of reduction of the Concession Fee, or otherwise, for damages arising from, out of, or otherwise in connection with the use or occupancy of the Premises.

XI. INTERNAL CONTROLS/REVENUE REPORTING

Throughout the Term, and for a period of at least six (6) years following the expiration or earlier termination of the Concession Agreement, Concessionaire shall maintain adequate systems of internal control and shall keep and preserve complete and accurate records, books of account and data. Specifically, sales information for the Concession must be recorded electronically.

Quarterly Statements of Gross Receipts

Concessionaire shall submit a quarterly statement of gross receipts for all categories of income in a format approved in writing by the Trust by not later than the fifteenth (15th) day of the subsequent month. Gross receipts shall exclude the amount of any State or City sales taxes that are paid by Concessionaire.

Annual Statement of Gross Receipts

Within sixty (60) days of the end of each calendar year, Concessionaire must submit to the Trust a statement of annual gross receipts from all categories of income prepared by a certified public accountant on behalf of Concessionaire and certified by Concessionaire as to truthfulness, completeness and accuracy. In addition, Concessionaire must promptly provide, at the request of the Trust, tax returns or other tax filings that support the statement of annual gross receipts.

APPENDIX 1

Additional RFP Terms and Conditions

1. This is a “Request for Proposals” and **not** a “Request for Bids”. The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust’s sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.
2. Notwithstanding anything to the contrary set forth in this RFP, the Trust and its officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
3. 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 in its sole discretion. Any news release pertaining to this RFP may only be made in coordination with the Trust.
4. The Trust may request financial statements, including balance sheet and income statement for the most recently completed fiscal year, for each company, corporation, partnership, or joint venture entity which comprises the respondent.
5. 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.

6. The Concessionaire shall enter into an agreement with the Trust upon such terms and conditions as shall be more particularly negotiated upon selection, but including the specific terms set forth in Appendix 2.

APPENDIX 2

Specific Terms of the Concession Agreement

The Concession Agreement shall contain, among other terms and conditions, certain provisions required by law and by policies of the Trust, including without limitation, the following:

1. Concessionaire shall defend, indemnify and save harmless Hudson River Park Trust, the State of New York, and the New York City and each of their respective agencies, offices and departments, and each of their respective commissioners, officers, agents, employees, successors and assigns (“Indemnities”) from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments (including reasonable attorneys’ fees and expenses) which: (i) arise out of 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 Concessionaire, its directors, officers, employees, guests, invitees, contractors, subcontractors, representatives or agents, that occurs on or in proximity to the Premises, or arise out of or as a result of the Concession Agreement, or (ii) relate to or arise from any and all liens and encumbrances which may be filed or recorded against the premises or any public improvement lien filed against any funds of the Trust, the State or the City of New York, as a result of actions taken by or on behalf of Concessionaire, its directors, officers, contractors, subcontractors, agents, representatives, employees, guests or invitees.

2. Concessionaire shall not assign, grant use of, license or transfer use of the Concession Agreement, whether by merger, consolidation, purchase of assets, transfer of stock in Concessionaire, transfer of joint venture or partnership interests in Concessionaire, operation of law or otherwise, nor allow any other person/entity to conduct business at the Premises, without the prior written consent of the Trust in each instance.

3. Concessionaire warrants and represents that no officer, agent, employee or representative of the Trust, has received any payment or other consideration for the granting of the Concession Agreement and that no officer, agent, employee or representative of the Trust has any interest, directly or indirectly in Concessionaire, this RFP, or the proceeds thereof. Concessionaire acknowledges that the Trust is relying on the warranty and representation contained in this section and that the Trust would not enter into the Concession Agreement 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 the Concession Agreement upon twenty-four (24) hours’ notice to Concessionaire and to rescind this transaction in all respects without any liability whatsoever to Concessionaire.

4. The parties to the Concession Agreement 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 bid, submitted proposal, contract, permit, lease or license that is the subject of the investigation, audit or inquiry.

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

6. Disputes involving the Concession Agreement, 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.

7. The Concession Agreement shall be construed under, and be governed by, the laws of the State of New York. No legal proceeding shall be commenced by Concessionaire 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. EACH OF CONCESSIONAIRE AND THE TRUST AGREES TO WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING TO WHICH CONCESSIONAIRE AND THE TRUST ARE PARTIES ARISING OUT OF OR OTHERWISE RELATED TO THIS CONCESSION AGREEMENT.

8. The Trust may inspect the Premises to determine compliance with the Concession Agreement.

9. Concessionaire must comply with the insurance requirement provided in the following Appendix 3 for the Premises.

APPENDIX 3

Form of Insurance

(Actual terms and insurance amounts will be determined based on the proposed uses)

1. Prior to or simultaneously with execution of the Agreement, the Concessionaire shall provide the Trust with Certificates of Insurance naming the Additional Insureds set forth below and otherwise evidencing compliance with, and, if requested by the Trust, copies of the underlying insurance policies evidencing all coverage requirements contained in this Appendix. Such certificates and policies shall be in form and substance acceptable to the Trust. Acceptance and/or approval by the Trust do not, and shall not, be construed to relieve Concessionaire of any obligations, responsibilities or liabilities under this Appendix.
2. All insurance required by this Appendix shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, and the New York City and each of their respective agencies, offices and departments. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
3. Concessionaire shall require that any subcontractors or sub-subcontractors that perform work for the Concessionaire under this Agreement in a sub-contract amount of **Ten Thousand Dollars (\$10,000)** or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.
4. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.
5. Concessionaire shall cause all insurance to be in full force and effect as of the Commencement Date of the Agreement and to remain in full force and effect throughout the Term of the Agreement and as further required by this Appendix. Concessionaire shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Coverage shall:
 - a. Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.

- b. Be obtained at the sole cost and expense of Concessionaire or its respective subcontractor and shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Trust.
- c. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such policies; notice shall be sent via express or certified mail to:

**Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014**

- d. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Twenty-Five Thousand (\$25,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Twenty-Five Thousand Dollars (\$25,000)** per claim unless otherwise approved by the Trust.
 - e. Be provided by Concessionaire's subcontractors with the same limits and provisions as provided herein; with limits not less than those described, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies); and
 - f. Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
6. Upon the renewal date of any insurance policies, Concessionaire shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance and any amendatory endorsements.
7. Concessionaire, throughout the Term of the Agreement, or as otherwise required by this Appendix, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Appendix7, or as required by law, whichever is greater (limits may be provided through a combination of endorsements, primary and umbrella/excess policies):
- a. **Commercial General Liability** insurance with a limit of not less than **One Million Dollars (\$1,000,000)** per occurrence. Such liability shall be written on the CG 00 01 12 07, must include a broad form comprehensive general liability endorsement, or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property

damage, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), pollution liability (including broad form bodily injury and property damage, under Coverage A and B exclusions), and extended bodily injury coverage, fire legal liability (property), and explosion, collapse & underground coverage; If such insurance is on an aggregate limit, it shall apply separately on a per job, per location basis.

- b. As applicable, **Comprehensive Business Automobile Liability** insurance with a limit of not less than **Three Million Dollars (\$3,000,000)** per each accident. Such insurance shall cover liability arising out of any Automobile, Specialty Use vehicle or Mobile Equipment; including owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage, medical payments and uninsured motorists or operators.
- c. **Workers Compensation, Employers Liability and Disability Benefits insurance, and US Longshore & Harbor Workers and/or Jones Act coverage** as required by New York State. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form, proof of Disability Benefits coverage must be provided on a DB-120.1 form.
 - i. The NY State Workers Compensation Board guideline regarding these requirements is available at:
<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>
 - ii. If Exempt from Workers Compensation please refer to the following link and provide proof on the CE200 form issued by the NY State Workers Compensation Board:
<http://www.wcb.ny.gov/content/ebiz/wcdbexemptions/requestExemptionOverview.jsp>
 - iii. Proof of Employer Liability insurance is required with a limit of not less than \$1,000,000.

- 8. **Waiver of Subrogation.** Concessionaire shall cause to be included in each of its policies insuring against loss, damage, or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Trust or any of the other additional insured identified above, or if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Concessionaire waives or has waived before the casualty, the right of recovery against the Trust or other such additional insured identified above or (ii) any other form of permissions for the release of the Trust or other such additional insured identified above.

The Trust and Concessionaire shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss and each party shall execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance proceeds.

Concessionaire's obligations as set forth in this Appendix shall survive the expiration or earlier termination of the Agreement.

APPENDIX 4:
New York State Required Forms

1. Disclosure of Prior Non-Responsibility Determination/Lobbying Form

https://hudsonriverpark.org/app/uploads/2020/03/Disclosure_of_Prior_Non-Responsibility_Determination_Form_Rev_5-18.pdf

2. Non-Collusion Certification Form

https://hudsonriverpark.org/app/uploads/2020/03/Non-Collusion_Certification_Rev_5-18_1.pdf

3. Iran Divestment Act Affidavit

https://hudsonriverpark.org/app/uploads/2021/07/Iran_Divestment_Act_Certification_Rev_7.21_1.pdf

4. Russia Certification

<https://hudsonriverpark.org/app/uploads/2022/07/HRPK-Russia-Certification.pdf>

Exhibit A
Park Map with Current Vending Machine Locations



EXHIBIT B

PARK OVER PLASTIC INITIATIVE

The Trust is a leader in environmental stewardship and through its [Park Over Plastic](#) initiative encourages occupants of the Park to join its stewardship efforts; and the Permittee agrees to advance the efforts of the Hudson River Park's Park Over Plastic initiative through the discontinuation of single-use plastics as set forth below.

Permittee shall:

A. Refrain from the distribution and selling of single use plastic or glass bottle(s), straw(s), cup(s), tableware, bag(s), utensil(s), food container(s), and stirrer(s).

B. Use non-plastic products within Hudson River Park. A list of some current plastic alternative vendors and products are included in the [Green Resource Guide](#). Suggested green alternatives include, but are not limited to:

- Paper, plant-based or reusable bottles, straws, cups, tableware, bags, utensils, food containers and stirrers
- Waxed-lined paperboard food and beverage containers
- Biodegradable trash liners
- Reusable or paper tablecloths and decorations

C. Reduce the use of plastic packaging and opt for bulk products with minimal wrapping and low waste food service companies.

D. Use commercially reasonable efforts to use biodegradable products and compost event waste.

E. The Permittee is encouraged to partner with the Trust in advocating and educating the public on the Park Over Plastic initiative through signage, displays, and other partnering opportunities as brought forth by the Trust.

F. Basic Information:

- Hudson River Park's Green Resource Guide: https://hudsonriverpark.org/app/uploads/2020/11/HRPK_Park_Over_Plastic_Green_Guide.pdf
- List of certified compostable companies to buy from, the Biodegradable Products Institute: <https://www.bpiworld.org/>
- NY based reusable container delivery service: <https://www.deliverzero.com/>
- NYC based compost collection and transport information: <https://www1.nyc.gov/assets/dsny/site/services/food-scraps-and-yard-waste-page/commercial-requirements> Product Stewardship Institute's low food waste guide: https://cdn.ymaws.com/www.productstewardship.us/resource/resmgr/files/psi_plastic_reduction_guide.pdf
- Great Forest's zero waste checklist: <https://greatforest.com/sustainability101/zero-waste-event-guide-10-step-checklist/>

EXHIBIT C

BRANDING AND SPONSORSHIP OPPORTUNITIES

The Concessionaire may propose its brand/product messaging at vending machines and participate with brand specific activations and sampling at in Park-produced events serving the general public. Each year, the Trust produces hundreds of free fitness, family, dance, music, educational and other events directly serving more than 350,000 people.

Depending on the proposed level of sponsorship, Concessionaire may receive recognition through Trust-produced marketing and promotional collateral in the Park, on printed materials and on the Trust's website and social media channels. Opportunities include but are not limited to the following:

In-Park Signage and Branding

Logo presence for On-site signage during Park events.

Brand integration in sponsorship assets: Park maps, season calendars and other communications.

Strategic placement on light pole banners in high volume areas coinciding with sponsored events.

Print and On-Line Promotion

Logo presence and mentions on the Trust's website and other affiliate websites engaging with over 750,000 unique users and 1,500,000 page views annually.

Regular promotion across Trust maintained social media channels featuring 110,000 followers across Instagram, Facebook, and Twitter.

Logo presence and brand messaging in Trust produced email and direct mail blasts that reach over 50,000 people.

Experiential Promotion

Experiential activations, tents, tabling, product displays and sampling in high traffic areas.

Opportunity for data collection and enhanced consumer interaction.

Paired with Park events or stand-alone activations throughout the year.

Sponsorship Opportunities

Opportunities for sponsorship include the ability to partner with the Trust on popular event series and signature events. Partnership may include branded presence and recognition on promotional signage and in Park produced communications, publicity and press. There are also opportunities for stand-alone sampling and product promotion at any of the Park's popular locations.

Corporate Social Responsibility (CSR)

Park-produced programming that includes employee and community engagement designed to showcase environmental stewardship through initiatives that include conservation of the river estuary ecology, urban greening and sustainability, investing in environmental education for NYC youth and special events. Corporate Members enjoy volunteer days, marketing and branding opportunities, complimentary and/or discounted park membership for company employees, VIP invitations to select Park events.

Hudson River Park Produced Events

Hudson River Dance Festival September



Produced in partnership with The Joyce Theater, this annual dance festival brings exciting and innovative dance companies to the Park every season. This free showcase is a favorite of dance enthusiasts, families, and local residents. The event draws over 3,500 people each year and is an ideal opportunity for branded presence and product sampling.

Blues BBQ Festival – Pier 76 – August



A free day-long celebration of exceptional Blues and amazing food. Thousands of people come through Hudson River Park's Pier 76 to sample amazing barbecue while listening to some of the best Blues bands. The event draws at least 15,000 people and provides ample opportunities for sampling and vending.

SUBMERGE Marine Science Festival – Pier 84 – 2 Days in May



A two-day celebration of our local waterways located on Pier 84. Day 1 of the festival is open to NYC School Students while day 2 is open to science lovers of all ages to attend. Participants will have the opportunity to take part in this interactive festival and try out awesome experiments, meet local wildlife and more! The event draws 8,500 students, teachers, and parents across the two days.

Pumpkin Smash – Pier 84 – November



A sustainable way to celebrate the fall season, kids and adults alike will have the opportunity to break down and repurpose pumpkins into compost. This family focused event draws over 2,000 parents and children each year.

Hudson River Park's River Project

The River Project is committed to advancing public awareness and understanding of our local waterways. Their work communicates the importance of the 400-acre Estuarine Sanctuary through hands-on education and interactive scientific research. With parkwide programs that reach over 30,000 people each year, budding scientists of all ages are invited to experience the River as a living laboratory for community engagement and stewardship.

Hudson River Park Series

Healthy on the Hudson

A variety of fitness classes provided in multiple locations throughout the park several times a week from May through November. At least 90 events take place throughout the season drawing 5,000+ participants.

Jazz at Pier 84

Weekly Jazz performances throughout the summer featuring world-class jazz ensembles. Typically, 10 events per season with 4,800+ attendees over a 10-week period.

Sunset on the Hudson

Weekly music events on Pier 45 with a strong focus on LGBTQIA+ performers and local well-known bands and artists. 12 weekly events June through August bringing a more than 7,000 people out to share stunning summer sunsets!

Sunset Salsa

Popular weekly salsa dance events on Pier 76 featuring world renowned instructors and a pop-up vendor market and bar. This event sees over 2,500 salsa enthusiasts each week throughout the summer.

EXHIBIT D

FEE SCHEDULE

I. Fee (Minimum Escalations – % annually)

<u>Concession Year</u>	<u>Proposed Vending Machine Rental Fee</u>
1	
2	
3	
4	
5	

II. Monthly Commission Rate for Vending Machine Products: %

III. Rebates for Trust-Purchased Products (list products and rebate amount, or attach information on separate sheets):

IV. Proposed Annual Fixed Branding and Sponsorship Fees

<u>Concession Year</u>	<u>Proposed Annual Fixed Branding and Sponsorship Fees</u>
1	
2	
3	
4	
5	