

Summary of Opportunity

The Hudson River Park Trust (the “Trust”), a public benefit corporation of the State of New York, is seeking proposals for the redevelopment and long-term lease of Pier 57 in Hudson River Park in Manhattan. Pier 57 offers a rare opportunity to develop and create a cultural, educational, recreational or other permissible commercial use on waterfront property within the vibrant West Side Meat Packing/High Line area of Manhattan. Pier 57 is located on the National Register of Historic Places and historic tax credits will be available to qualified developers.



Pier 57 occupies a high visibility location in Chelsea at West 15th Street and West Street (Route 9A), at the western edge of the Meat Packing District. Over the last several years, this area has become one of Manhattan’s ‘hottest’ new neighborhoods, with an explosion of luxury retail and high-end restaurants, clubs, hotels, galleries and new residential development. Pier 57 is also located just one block west of the High Line elevated park, which is helping to transform the neighborhood from 14th Street north into the Chelsea art district. The first phase of the High Line, including the half-mile area bordering Pier 57, is scheduled to open in late 2008. Chelsea Piers, a successful sports and recreation complex, is located directly to the north of Pier 57.

Pier 57 is set within Hudson River Park, the largest new public park space to undergo construction in Manhattan since the creation of Central Park. Occupying five miles from the Battery north to 59th Street, the park is currently approximately 40 percent complete, with another 40 percent under construction. Already one of the City’s preeminent assets, the Park attracts over 17 million visits annually, and has revitalized the waterfront and repositioned the area as an exciting visitor destination.

While all uses consistent with the Hudson River Park Act (the “Act”) are permitted, the Trust is especially interested in project proposals for Pier 57 that will:

- Attract park-enhancing cultural, educational, recreational maritime and/or other park/commercial activities as defined by the Hudson River Park Act.
- Incorporate park-appropriate revenue generating uses to create an income stream to the Trust for ongoing park care.
- Maintain and improve Pier 57 itself.
- Enhance waterfront access opportunities for the surrounding community and the region.
- Become an asset to both the Chelsea neighborhood and to the larger Hudson River Park.

Uses not permitted by the Act for Pier 57 include: hotels, residential uses, commercial office space that is not accessory to permitted park uses, manufacturing, warehousing and gambling vessels.

About the 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 New York Harbor. The Act created the Hudson River Park Trust (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, representatives of the elected officials representing the local communities, as well as the Senate Majority Leader, Senate Minority Leader, Speaker of the Assembly, Minority Leader of the Assembly, Speaker of the City Council, Minority Leader



of the City Council, park, civic, business, labor and environmental groups with specific ties to the waterfront in this area.

About Hudson River Park



Hudson River Park's core elements consist of a waterside esplanade, 13 new public park piers to be used for active and passive recreation, and three commercial development nodes along a 5-mile stretch of the Hudson. Approximately 40 percent of the park is now complete and open to the public: the Greenwich Village section of the park, between Clarkson and Horatio Streets, was opened in 2003; the Clinton sections in 2005 and 2006; Northern Chelsea in 2006; and portions of Tribeca and the Chelsea

neighborhood parks will be opened later this year. In addition, the Trust is currently overseeing construction contracts valued at over \$175 million.

Most of Hudson River Park is reserved for non-commercial recreational use by bicyclists, rollerbladers, runners and others interested in enjoying fresh air and a beautiful view. Park piers offer the opportunity to play basketball and volleyball, kayak, 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, and recreational activities offered by the Trust and various park tenants



create an expanding waterfront experience for a broad range of park users. Guided by a Master Plan completed in the late 1990s, the completed Park will be a lasting legacy for New York residents and visitors.

Hudson River Park is maintained and operated entirely by the Trust, which is supported by rents, fees and other income collected from tenants, concessionaires and other commercial

enterprises located in the park. Unlike other public parks, no operating revenues are provided by the City or State of New York. With a renewed focus on the unique views and experiences of the Hudson River waterfront, the Park's development has stimulated an extraordinary burst of private investment throughout the park corridor.

Along with outdoor spaces, the Trust's jurisdiction includes several piers containing indoor space in former industrial structures. The Trust manages redevelopment of these piers in close consultation with State and City officials and a diverse group of advisory committees and neighborhood stakeholders. Park goals for reuse of these piers include providing spaces for public enjoyment while also generating revenue; these set the framework for reuse of all the designated "park/commercial" piers, including Pier 57.

About Pier 57

Pier 57 is located at the far west end of 15th Street and is accessible by automobile, subway, bus, bicycle and water taxi. The nearest subway access at 8th Avenue and 14th Street on the "A", "C", and "E" trains is approximately three blocks from Pier 57.

Pier 57 (Manhattan Block 662, Lot 3) is listed on the National and State Registers of Historic Places. It is a multi-level T-shaped structure, with an overall footprint of about 108,000 square feet. The two-story structure occupies three levels, including the roof. The under pier structure consists of three concrete caissons, each measuring 360' (l) x 82' (w) x 34' (h), and timber piles.

Pier 57's main pier shed has 85,800 square feet (715' x120'); the 2nd floor and roof deck have 83,400 square feet each, and there is a 59,000 square foot basement. The bulkhead shed contains approximately 56,500 square feet in each of two stories with a 15,000 square foot unenclosed roof deck and a 31,700 square foot basement. The three floor plans that follow are for general reference only and do not include the roof level; the Trust strongly encourages prospective respondents to review the Pier 57 plans and other background documents as further described in Appendix A.

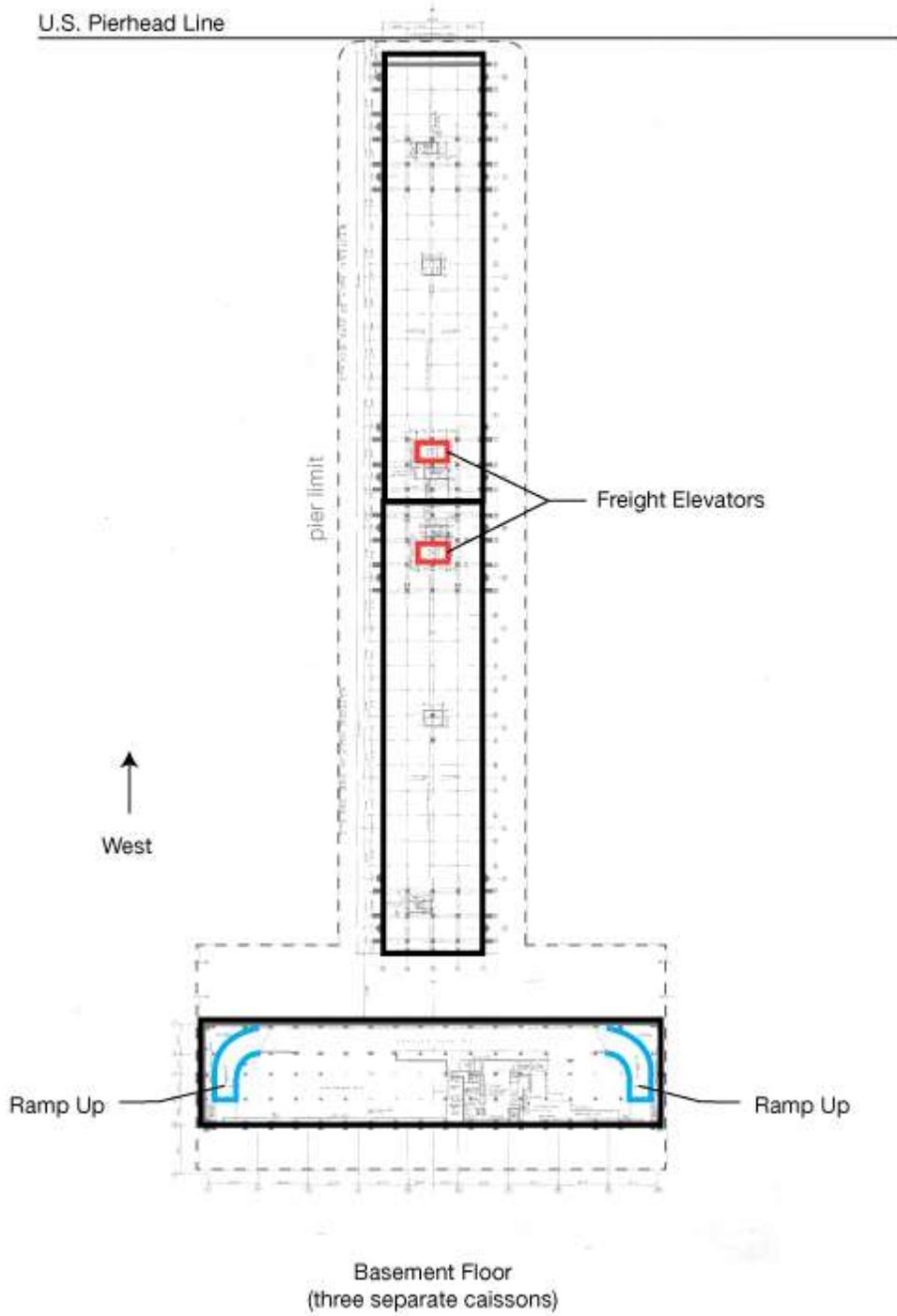
Pier 57 was constructed in 1952 and utilized a "significant" innovative engineering design. Rather than piles, the pier is supported primarily by the buoyancy of the three caissons that form

the superstructure of the pier and the head house. These three concrete boxes provide underwater basement spaces unique to a waterfront pier structure.

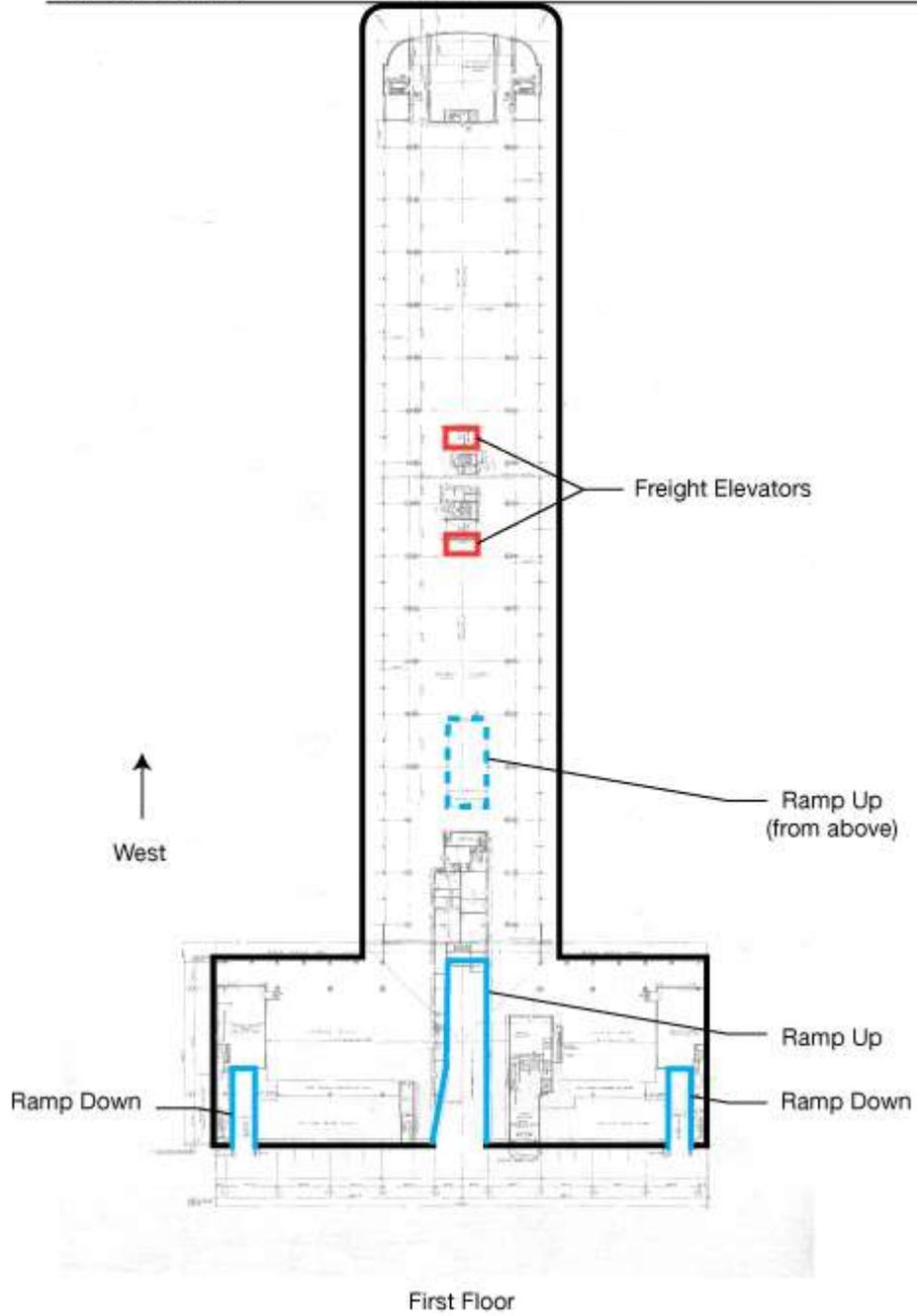


The Trust assumed responsibility for Pier 57 in June 2004. Prior to that, the pier was the municipal bus depot for the NYC Transit Authority.

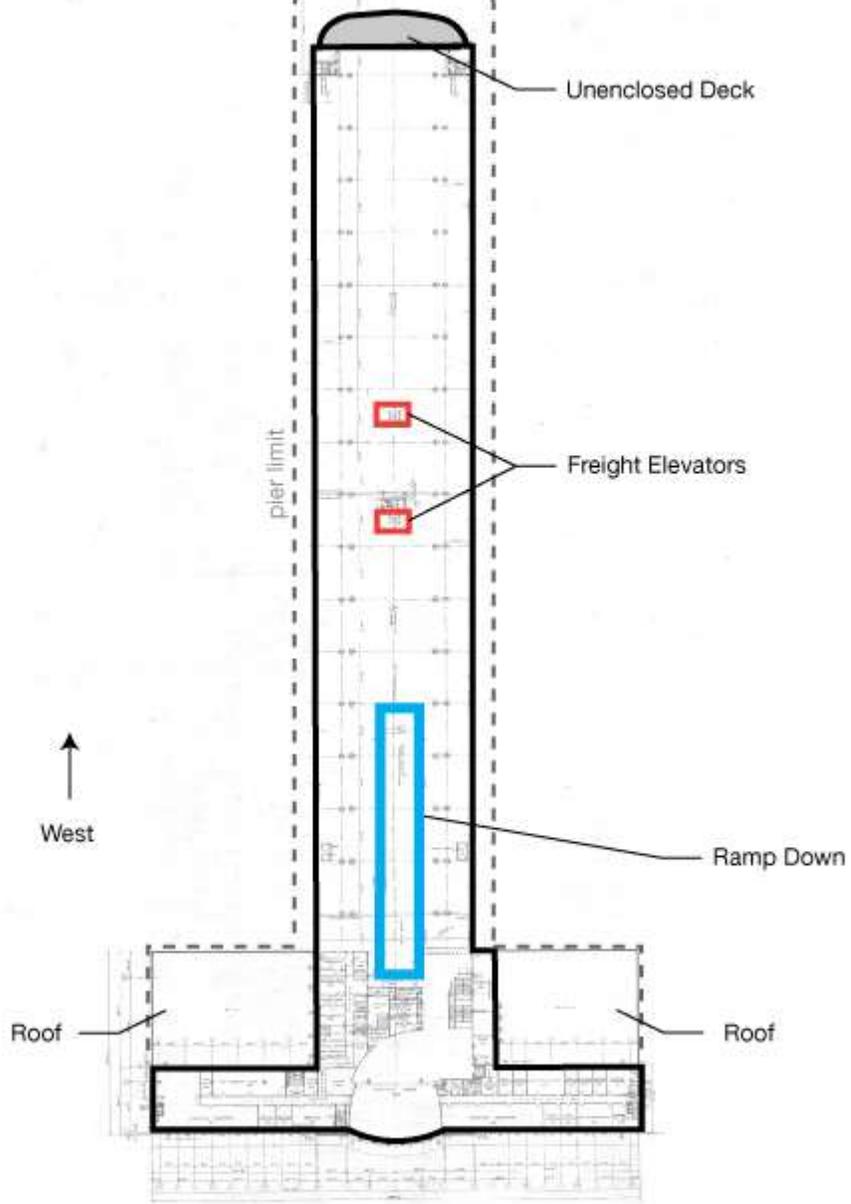
U.S. Pierhead Line



U.S. Pierhead Line



U.S. Pierhead Line



Second Floor

Development Goals and Limitations

The Trust's objective in the development of Pier 57 is to attract a park-enhancing cultural, educational or commercial activity, or combination of the aforementioned. The goals of the development will include:

- Creating a quality park-enhancing development for a combination of cultural, educational, recreational maritime and/or other park/commercial (as defined in the Hudson River Park Act) and non-commercial uses.
- Working with a capable, experienced developer to improve, operate and maintain the facility.
- Providing an opportunity for park- and water-enhancing activities to expand the public's enjoyment of the waterfront, and for restaurant, retail and other commercial uses in a new and exciting setting.
- Respecting the historic pier structure.

The submissions should be creative in proposing new uses or development scenarios provided they are consistent with the goals and objectives of the Trust. Proposed uses should also compliment the adjacent park uses and be an asset to the Chelsea neighborhood. Respondents should provide access for a public esplanade along the Pier perimeter, waterfront and apron, as defined by the Trust's design guidelines.

The Trust seeks to ensure that physical alterations to the interior and exterior of the building meet the highest standards of design and construction. In addition, respondents should identify the extent to which any of the redeveloped structure's features or systems meets standards for environmentally sustainable structures, such as installation of solar panels or other measures, provided they are consistent with the historic character of the pier.

Reuse of Pier 57 is governed by the Hudson River Park Act, as amended (the "Act"). The Act outlines permitted and prohibited uses in the park. Proposers should become familiar with this document as it proscribes, among other things, certain types of commercial uses. Uses restricted by the Act and therefore not permitted at Pier 57 include: hotels, residential uses, commercial office uses not accessory to permitted park uses, manufacturing, warehousing and gambling vessels. Please refer directly to the Act for further information.

In addition, state and federal permits also govern development within the park, including at Pier 57. Commercial developments are also subject to local zoning and waterfront zoning. The Trust encourages proposals that are in conformance with waterfront zoning, environmental, historic preservation and other legislative guidelines and /or requirements.

Respondents to this offering should make themselves familiar with the Hudson River Park General Project Plan, the Statement of Findings for the Hudson River Park Environmental Impact Statement, the Army Corps of Engineers permit, the New York State Department of Environmental Conservation permit, New York City zoning regulations, New York City Waterfront zoning regulations, and any other applicable laws and regulations.

Lease Considerations

Consistent with the Hudson River Park Act as amended, the Trust is offering a Master Lease for the Pier 57 real property and improvements. Pursuant to the Act, the Trust may offer a lease term of up to 49 years if needed to qualify the project for federal historic tax credits. All improvements made by the Lessee and its subtenants shall revert to the Trust at the end of the lease term.

The Designated Development team or its assignees as Lessee will be responsible for maintenance, capital improvements, fees, permits, operating costs, and all other costs to maintain and operate the Project (Pier 57) upon final agreement of the parties. Maintenance and operation of all building systems, structures, substructures and elements will be the sole responsibility of the Lessee.

Review and Approvals Process

Review and approval of the designated development will be coordinated by the Hudson River Park Trust. However, it is the ultimate responsibility of the developer to secure all applicable permits and approvals. The selected proposal must be approved by the Board of Directors of the Hudson River Park Trust.

In addition, the conditionally designated respondent shall be subject to all requirements of the State Environmental Quality Review Act (SEQRA) and its implementing regulations and City Environmental Quality Review (CEQR). The local community has a significant role in the Uniform Land Use Review Procedure (“ULURP”) and certain other discretionary approval processes. Consequently, the community's input regarding the proposals will be a factor in the Trust's deliberations regarding selection of a developer. Respondents should be aware that the Pier 57 Community Working Group of the Hudson River Park Trust Advisory Council (which includes representation from Community Board No. 4 and elected officials), has prepared the following statement with respect to desired uses at Pier 57:

“ The community has long seen Pier 57 both as a striking witness to the active waterfront that was intimately connected with the history of Chelsea and as a bulky part of the wall of piers and headhouses that long stood between us and the water itself. We recognize that the financial contribution any development of Pier 57 may bring to the Park will be a significant element in the evaluation of responses to the RFP. Pier 57, however, is not listed in the Hudson River Park Act as among the income-producing nodes in the Park, nor is it listed as a defined “park use” only pier in the Hudson River Park Act. The Working Group believes that the ultimate purpose of the award is that stated at the beginning of the award process, to use the pier to enhance the enjoyment of the Hudson River Park in the area, and further to provide the nearby community with the opportunity to recover on a new basis its historic

connection with the waterfront that was once its economic lifeblood and from which it was so long cut off.

- A. The dominant concern of the community remains the linked issues of public space and waterfront access. This implies that, in addition to the required perimeter walkway at ground level, there should be significant public space, both exterior and interior, open without charge or unreasonable time restrictions. The roof of the pier shed, with its glorious views, is the best location for exterior public space, and we urge that the maximum feasible area should be open at all times the park is open. Shaded green open space would be an enhancement to the Park. Significant interior space should be available for public use, perhaps in spaces supporting other uses like retail or cafes, and should be visually open to the water to enable year-round use.*

- B. Preserving and enhancing the historic fabric and character of the pier and linking it to the history of this waterfront are important. This implies retaining and restoring such distinctive features as the handsome Art Deco façades at the east and west ends and the burtoning frames and cargo doors on the water sides of the structure. Restoring the operability of the cargo doors could provide valuable connections between interior spaces and the perimeter walkway and allow flexibility for varying weather and seasons, especially if glass infill were used. Major additions to the envelope of the structure would diminish its historic integrity and further cut off Chelsea visually from the water. Berthing historic ships, particularly those with connections with New York harbor and the Hudson River, would create links with the past. Exhibits of maritime history would reinforce these links, especially those documenting and interpreting the history of the harbor, the lives and skills of seamen and stevedores, and the extraordinary episodes of labor history that unfolded nearby.*

The design of the pier should incorporate environmentally sustainable features or systems and maximize transparency between the inside and the outside of the pier, provided the structure's historic character is still preserved. Opening up the undistinguished wings of the headhouses would be a physical and visual enhancement.

- C. Restaurants and cafes that take advantage of such desirable features as water views and waterfront activity would add to the attractiveness of the pier. They should be of varying types and accessible to a spectrum of income levels. Retail uses should also be accessible to various income levels and be consistent with the character of the pier. We encourage any marinas to give preference to sailboats and other small vessels.*

D. Provisions for art galleries, especially those, rare in New York, for touring shows would strengthen the Chelsea art district. Artists' studios would also reinforce the district, and the performing arts community is desperate for rehearsal and teaching space. If arts uses were visually accessible from the public spaces, they would add liveliness to the pier. The community is particularly interested in performance venues of a type and size that are appropriate to the pier and Park, but cannot support any uses that would bring heavy vehicular traffic to and across the Park.

E. Since the previous RFP was issued long-term trends and the extensive development planned or already completed in western Chelsea have brought Pier 57 into a closer connection with the area to the east and have increased the already heavy traffic on Route 9A and local streets in the largely residential community close to the pier. 15th and 16th Streets, directly opposite Pier 57 and potential routes to and from the pier, are heavily used, at some hours even congested. Respondents to the RFP should take these facts into account in framing their proposals. Requirements such as those for parking, loading, and traffic serving the pier must be carefully handled to minimize impacts not only on the integrity of the walkway and park in front of the pier but on the nearby community as well. In particular planning for any uses involving large numbers of people must take into account the impacts of crowds arriving or departing in concentrated periods.

Crossing the West Side Highway at 14th Street is confusing and often dangerous. The feasibility of a pedestrian bridge at this point that would also connect with the High Line and bring people to Pier 57 at an upper level should be explored.

S u b - T e n a n t s

Note that the Trust will maintain a list of interested commercial sub-tenants and other potential occupants that do not wish to undertake a master development role, but are nevertheless interested in being located at Pier 57. Prospective sub-tenants are encouraged to submit a letter of interest to Hudson River Park Trust as early as possible to enable prospective development teams adequate time to consider them. Sub-tenant letters of interest should be submitted to the Trust according to the following schedule:

- **August 15** (letters submitted by this date will be forwarded to the development teams by **August 22**); and
- **September 10** (letters submitted by this date will be forwarded to the development teams by **September 17**).

Prospective sub-tenants or occupants interested in being referred for review by development teams must email the Trust at Pier57RFP@hrpt.state.ny.us, attention Noreen Doyle. The request should also be faxed to Noreen Doyle at (212) 627-2021.

Interested parties should include their company name, a designated contact person, a phone number, an email address, a brief description of their proposed business or use, and a description of any locational requirements, including how much space would be necessary for the use and, if relevant, identification of the occupant's desired location within Pier 57.

Please note that the Trust will not be making any recommendations regarding the inclusion of prospective subtenants, nor are prospective master developers under any obligation to include any of the interested parties. The Trust's role will be limited to conveying letters of interest.

S u b m i t t a l R e q u i r e m e n t s

Please note the Conditions, Terms, and Limitations to this Request for Proposals contained in Appendix B.

Submissions to this RFP shall include the following.

A. Transmittal Letter

The submission must contain a transmittal letter signed by the person or persons authorized to negotiate on behalf of the development team.

B. Development Team Information

Proposals shall provide evidence that the development entity has the financial capacity to carry out the proposed project.

1. Identification of Development Team

Identify the lead developer and all members of the development team, including the legal nature of the firms and their relationship to each other, any joint venture partners, and the nature of the partnership interests. Provide the name, address, telephone number and email addresses of the development team including all persons or entities intended to design, develop, manage, operate or lease space in the facility as well as the attorney(s) and other professionals, as appropriate, who will be included in this project. The development team description should also include an organizational chart clearly indicating legal and managerial relationships among team members.

2. Description of Development Team Qualifications and Experience

Separately describe the developer and other key members' relevant project experience including brief descriptions of projects, completion dates, location, concept, land uses, size, construction costs, and role of developer or team member. Provide at least two references for the lead developer and each team member. Background information on all members of the

development team, including the relevant experience of all principal members thereof and their availability for commitment to the project should be provided. This information must be submitted for every participant in a joint venture.

3. Description of Project Manager Qualifications and Experience

Identify the Project Manager (the person designated to be the Trust's main contact for the project throughout the selection and development process) by name, address, telephone and fax number, and e-mail address. Provide detailed resume of Project Manager indicating qualifications and experience.

4. Financial Capacity

Each individual person, and each existing business unit, whether a for-profit corporation, partnership, joint venture, or not-for-profit, who or which will (1) have an ownership interest of five (5%) or more, or (2) exercise significant management control, or (3) contribute capital of five (5%) or more, in or to the entity which will (a) be tenant to the Trust under the proposed Pier 57 lease, or (b) guarantee tenant's obligations to the Trust under such lease, must provide financial information as described below.

Audited financial statements, including balance sheet and income statement for the most recently completed fiscal year, must be submitted for each corporation (whether for-profit or not-for-profit), partnership, or joint venture entity meeting the criteria set forth above, provided that such corporation or partnership is already established and has completed at least one full year of operation. For such established corporations, partnerships, or joint ventures, certified statements of net worth for individual owners and principals of those corporations and partnerships as described below are not required. All other corporations, partnerships and joint ventures which are newly formed must provide, as applicable: (1) certified statements of net worth for individual owners, principals, members and contributors as described below, and/or (2) audited financial statements for constituent corporate and partnership owners or control entities with at least one year of operating experience. In addition, each entity required to submit an audited financial statement must also provide a current Comprehensive Report or Business Information Report issued by Dun & Bradstreet.

Each individual person fitting the criteria stated in the first paragraph of this section must submit a statement of net worth certified as to truthfulness by that person. The statement of net worth should list all significant assets, including the basis of their valuation, and liabilities in reasonable detail. The submission may be a copy of a certified personal financial statement submitted within the past six (6) months to a bank or other financial institution provided that it is in sufficient detail and is accompanied by a declaration from that person indicating that the underlying information contained therein has not materially changed. In addition, each individual person required to supply a certified statement of net worth must also submit a credit report issued by a recognized rating agency indicating payment history and credit score for that person.

All individual persons, existing business units and not-for-profits submitting financial information must submit at least one reference from a bank or other credit source.

All financial information, other than that submitted by public companies, shall 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.

5. Management Approach

Provide organizational and management approach adopted by the developer in prior projects and description of the proposed relationship with the Trust and any proposed subtenants in the reuse and operation of this project.

6. Sub-Tenants or Anchor Occupants

The Trust strongly encourages development teams to identify and include proposed businesses, non-profit organizations, and/or other space occupants which function to define and anchor the project concept. Please include any letters of interest from such occupants in this section.

C. Project Description

1. Narrative Description of Project

All proposals shall include a written description of the proposed reuse concept. Respondents should provide a detailed narrative describing proposed uses, and relationship of uses to the goals and objectives of the park. Respondents should identify users/tenants and market information to support assumptions regarding the demand for space by such users/tenants. Information should also be provided regarding special accommodations, if any, for use of various facilities by the general public, schools, not-for-profits, community organizations, etc.

2. Illustrative Project Concept

The design of the redeveloped Pier 57 should reflect its prominence within Hudson River Park, and its role in the industrial waterfront of the last century. The design should demonstrate responsiveness and sensitivity to the urban fabric, sustainability, and environmental resources available to the public in the Hudson River Park. It should also provide opportunities for the public to see and connect with the Hudson River. Each respondent should describe the manner in which its proposal addresses these objectives.

The Trust seeks to ensure that physical alterations to the building meet the highest standards of design and construction. The Trust is interested in viewing proposals that promote energy efficiency, renewable energy, green building practices, and alternate fuel vehicles. To this end, respondents should identify the extent to which any of the redeveloped structure's features or systems meets standards for environmentally sustainable structures and relevant "green building" standards. Respondents should take particular note that the Trust is governed by both NYS Executive Order 111, "Directing State Agencies, State Authorities, and Other Affected Entities to be More Energy Efficient and Environmentally Aware" and Executive Order No.142,"

Directing State Agencies, and Authorities to Diversify Fuel and Heating Oil Supplies Through the Use of Biofuels in State Vehicles and Buildings".

Respondents should demonstrate how their design will provide for a safe environment for pedestrians and cyclists using adjoining portions of Hudson River Park and Route 9A bikeway. This bikeway directly borders the park and is the busiest in the United States, attracting both commuters and recreational users throughout the day, and the Trust seeks to ensure that this feature, owned by the NYS Department of Transportation, remains safe and enjoyable once Pier 57 is redeveloped. Respondents should pay particular attention to designing and managing vehicular access requirements for the pier.

Proposals should include conceptual drawings in plan view (depicting all levels) at a graphic scale of not less than 1 inch equals 40', with detailed plans at a graphic scale of not less than 1/16 inch equals 1 foot. An elevation drawing must also be submitted. Plans should show space layout, location of waste and storage facilities, plans for vehicular access (customer and service vehicles), and public open space and access to the waterfront.

Proposals should include the building, the pier structure and all of its components, and may also include lands under water if maritime uses are proposed. Respondents should state whether, and in what dimensions, the proposed redevelopment would result in changes to: (a) existing building height, bulk or building envelope, (b) existing floor area, whether interior as a consequence of renovation work, or exterior in connection with building enlargement or extension, and (c) existing building setbacks and coverage on the land/pier occupied by the building. Respondents should enumerate such changes separately, and should further describe other alterations to the existing building or new construction on the leased property. (Such changes may involve the construction of rooftop structures and interior floors or mezzanines, partial demolition of interior and exterior spaces, or other alterations.)

3. *Delineation of Rentable Spaces, Tenant Types, and Circulation*

Project uses should be clearly delineated. Respondents should indicate estimated interior and unenclosed gross square footages for each tenancy, and for both vehicular and pedestrian circulation areas. These square footage estimates should indicate the location of each space in the building and on the site, and should be keyed to the concept layout drawings. Respondents should also estimate net leasable square footages for commercial and non-commercial tenant areas.

Respondents should clearly distinguish and dimension those portions of the project that comprise exterior public open space and interior public access space. These spaces should also be keyed to the concept layout drawing. Proposals should state how public access to these areas is to be provided and indicate whether, and to what extent, such spaces overlap with pedestrian circulation areas or tenant occupancies. Respondents should disclose whether any limitations are to be placed on the public with respect to access and use of such areas including, but not limited to, any restrictions on hours of usage and fees.

To the extent that respondents are proposing special public benefits, such as memberships or use of project facilities otherwise considered private, any conditions or limitations on such benefits should be similarly defined. Respondents should state whether the provision of any public space or benefit is contingent upon any factor, funding or approval not solely in its control. Respondents should provide a similar statement, if applicable, with respect to any off-site amenity or public benefit.

4. Identification of Known Tenants or Anchor Users

The Trust encourages identification of known tenants or anchor users such as private businesses, non-profit organizations, attractions, or other identifiable occupants which help to describe the overall project concept.

5. Public Space and Public Benefits

To further advance the Trust's mandate to create public parkland and expand public access to the Hudson River, respondents are encouraged to provide both outdoor and indoor public open space beyond that required by New York City waterfront zoning regulations, including, but not limited to, unenclosed public open space on the Pier 57 rooftop, in particular, the western edge. In addition to identifying all commercial and non-commercial occupancy areas and vehicular and pedestrian circulation areas, respondents should clearly distinguish and dimension those portions of the project that comprise exterior public open space and interior public access space. These spaces should be identifiable in the concept layout drawings. Respondents should disclose whether any limitations are to be placed on the public with respect to access and use of such areas including, but not limited to, restrictions on hours of usage and/or fees.

Because the development will require provision of public restrooms within the Pier 57 structure, respondents should clearly identify the minimum number and general location of such facilities, and should attempt to locate one such facility near the public esplanade.

6. Description of Construction Activities

Respondents should clearly describe the redevelopment of the site including any proposed phasing of construction work, use, and occupancy. The Project narrative should include a description of the proposed construction, including the following:

- Any new construction proposed that will alter the exterior of the Pier 57 structure (e.g., decking, new façade treatment, etc.)
- Any new in-water construction such as docks, breakwaters, fenders, pile repairs or replacements, etc. All in-water construction, including, but not limited to, the installation of docks, breakwaters, mooring fields, pile repairs or replacement, and the long-term docking of vessels, is subject to review and approval by the NYS Department of Environmental Conservation, the United States Army Corps of Engineers, and other regulatory agencies. Respondents should clearly describe construction of all in-water components of the proposed redevelopment including the placement of piles, floats, platforms, docks, infrastructure and all other maritime and waterfront structures.
- Any off-site or perimeter improvements to the esplanade, streetscape, or surrounding area.
- Any traffic considerations or planned improvements. Prior to receiving necessary public

approvals, the conditionally designated respondent shall undergo a comprehensive environmental analysis subject to all requirements of the State Environmental Quality Review Act (SEQRA) and its implementing regulations and City Environmental Quality Review (CEQR). Among the topics to be considered in this analysis will be traffic, an important concern to both the Trust and the local community. The conditionally designated developer will have to conduct a comprehensive traffic analysis demonstrating how the proposed uses would affect traffic patterns along Route 9A and in the surrounding neighborhood. Respondents will also have to demonstrate how they will provide a safe environment for pedestrians and cyclists using adjoining portions of Hudson River Park and Route 9A.

- To assist in the Trust's preliminary review of this topic, respondents should identify the estimated peak operational hours and day(s) of the week for their proposed uses. To the extent that weekday and weekend use patterns would differ substantially, respondents should identify the peak hours for each period. Respondents should also identify traffic entrance, departure, and drop-off areas at or adjacent to Pier 57, and should estimate the approximate vehicular volume at peak hours at each such location.
- Respondents should state whether, and in what respect, any aspect of the proposed development involves the construction of improvements not located on the premises offered for lease by the Trust, including changes to adjacent roadways, esplanades, walkways and bikeways, or pedestrian bridges, whether on property owned by the Trust or elsewhere.
- Respondents should provide a preliminary schedule for proposed construction activities, including a description of phasing if any.

7. Description of Land Use and Public Approvals

The conditionally designated respondent shall be subject to all requirements of the State Environmental Quality Review Act (SEQRA) and its implementing regulations and City Environmental Quality Review (CEQR). The project must either be in conformance with the findings of the Hudson River Park environmental impact statement or supplement that statement with additional analysis and findings. Because Pier 57 is an historic structure, the structure is regulated by the New York State Historic Preservation Office. It is also subject to New York City zoning and other land use regulations. In addition, all in-water construction, including, but not limited to, the installation of docks, breakwaters, mooring fields, pile repairs or replacement, and the long-term docking of vessels, is subject to review and approval by the NYS Department of Environmental Conservation, the United States Army Corps of Engineers, and other regulatory agencies. Together, these factors will influence the extent to which physical changes to the existing structure will be permitted.

Respondents should prepare and submit a land use analysis of proposed project uses, changes to the existing building, in-water construction activities, and, if applicable, off-site improvements. The analysis should include, without limitation, consideration of all uses with respect to the Hudson River Park Act and the General Project Plan, New York City zoning including those portions specific to regulation of the waterfront, permitting requirements of New York State Department of Environmental Conservation and the US Army Corps of Engineers, rules of state

and federal agencies regulating historic structures, and all other applicable federal, state and local laws and regulations. The New York City building code, where applicable, will apply to all work and structures at Pier 57. The analysis should identify any discretionary approvals that the project is likely to require.

To the extent that the land use analysis identifies the need for one or more discretionary public approvals, respondents should present a milestone assessment that sets forth the application and approval process, and estimated timetable, for each required action. For the purpose of this milestone analysis, respondents need not include the community review and approval process specific to actions undertaken by the Trust, though respondents should be mindful of this procedure. The Trust will help coordinate all public approvals and, subject to confirmation, respondents may assume that the Trust will act as lead agency for the purpose of SEQRA and CEQR.

D. Rent Payment Terms – Base Rent, Participation Rent and Additional Rent (PILOT)

Rent received by the Trust under the lease shall be applied to the maintenance, operation and development of the overall Hudson River Park. Accordingly, RFP respondents must provide for a guaranteed Base Rent payable both (a) as construction period Base Rent upon lease commencement and extending to the earlier of a fixed date and substantial completion of construction, and (b) as operating period Base Rent commencing upon the end of the construction period and extending to the expiration of the lease term. Base Rent payable subsequent to substantial completion must include an escalation factor and/or fixed schedule of increases.

Participation Rent, in addition to Base Rent, must be offered in the form of (1) a percentage of gross project revenue, and (2) a percentage of the net proceeds of a capital transaction such as a lease assignment, refinance of project debt, or a major sublease. Participation Rent offered as a percentage of gross revenue may be expressed as being payable on only that portion of gross project revenue in excess of a stated threshold dollar amount.

Pier 57 is exempt from the payment of real estate taxes to the City of New York. However, the Lessee shall be required to make a payment in-lieu-of real estate taxes (PILOT) to the Trust as Additional Rent under the lease. PILOT shall be payable to the Trust in the amount that would otherwise be due under the New York City Industrial and Commercial Incentive Program (ICIP) applicable for similarly qualified projects in Manhattan proximate to Pier 57 as of the date of Memorandum of Understanding execution (as is defined below). If neither ICIP nor an equivalent real estate tax abatement program is in effect at that time, PILOT will be based on standard property tax assessments for similar properties and uses established by the New York City Department of Finance (NYCDOF). In addition, the Trust will offer the following enhancements: (1) there will be no PILOT due during the construction period; (2) retail use will be permitted without loss of eligibility; and (3) an additional abatement equal in proportion to the ratio of gross leasable area (or gross usable area if used by a single entity) occupied by not-for-profit(s) and public agencies (if any) approved by the Trust will be granted. The Trust will contact NYCDOF after conditional designation to seek an administrative review regarding the

property's currently assessed value. In this manner, the reviewed assessment for the property in its unimproved condition will form the basis for the applicable PILOT.

Respondents to this RFP are asked to provide rent schedules for a 49-year lease term provided that they will be qualifying the development for federal historic tax credits. (In the event that they are submitting a proposal that would not qualify for these tax credits, they must submit a rent schedule for a maximum allowable term of 30 years as per the Hudson River Park Act.) The Trust reserves the right to establish final financial terms of the lease agreement during negotiations with the selected developer.

E. Project Financial Information

Comprehensive financial information on the development must include the following information. The development budget, sources and uses of funds, and operating pro-forma should be submitted on both CD in Microsoft Excel format (with all formulas shown) and hard copy.

1. Development Budget

Preliminary development budgets must be presented in adequate detail for each project component and category of hard and soft costs. Present all key assumptions supporting budget estimates for pre-development, construction and start-up period.

2. Identification of Capital Funding Sources

Identify the amount and sources of equity and debt for development budget and working capital needs, if any. Describe expected terms for project financing. Provide letters of interest and/or intent from equity investors, lenders or other funding sources. Respondents should make certain that the development budget at the conceptual level is complete, and that sources and amounts of equity funding and potential debt are clearly identified. The ownership structure of the proposed developer entity should be fully described. Respondents should indicate the likely terms of debt financing. Financial statements should be provided for both equity investors and likely sources of debt financing if such entities are not public companies. If debt is to be provided by means of project bonds, then the method and source of such financing should be fully described along with how the project meets any applicable qualification criteria for such bond financing criteria for such bond financing.

Financial statements may be designated as proprietary, and the Trust will maintain them as confidential documents to the extent provided for under New York State Freedom of Information Law (Article 6 of the Public Officers Law of the State of New York).

3. Identification of Revenue Sources

Describe revenue projections by use/tenancy. If proposed users/tenants are known, provide letter(s) setting forth prospective rental terms. While not every proposed occupancy must make a financial contribution to the project, respondents must demonstrate the likelihood of successfully "pre-leasing" a sufficient number of tenant spaces to businesses and/or not-for-profit organizations such that: (1) the Trust can make a reasonable determination as to the

probable nature of uses, and (2) the project has a good chance of attracting equity and being financed. For a particular tenancy to be favorably considered by the Trust it must first be: (1) a named, existing, business or not-for-profit organization seeking to lease space at Pier 57; (2) an extension of an existing business or not-for-profit organization currently operated by an entity with an ownership interest in the proposed developer, (3) a specified type of existing business or not-for-profit organization with supporting real estate market information demonstrating the likelihood of such leasing and rental, or (4) a start-up business or not-for-profit organization that has been formed and fully capitalized and wishes to lease space at Pier 57. If users/tenants are not yet identified, provide information on expected occupancies and projected leasing including square footages, lengths of term, rental rates, tenant improvement allowances and other important assumptions. If prospective users/tenants include start-up companies or newly formed not-for-profits, include a copy of a business plan demonstrating market and economic feasibility and a letter of commitment from funding sources.

4. Description of Operating Costs and Cash Flow

Describe projected operating costs and cash flow in adequate detail, including all supporting assumptions. The proposal must include a full pro forma cash flow statement, showing an estimate of total project development costs, sources and uses of all financial contributions, operating revenues, and operating costs and reserves for either a 30-year or a 49-year lease term. Lease terms of 49 years are available only for projects qualifying for federal history tax credits. (The Trust recognizes that projections after the tenth year of occupancy are less reliable in certain respects.) Respondents should describe the proposed operating and management structure in adequate detail. The operating pro-forma should detail anticipated expenditures for common area elements, with particular emphasis on public interior and exterior open space. State assumptions regarding vacancy rates and all other important revenue and expense assumptions clearly.

5. Description of Market Assumptions, Project Financing, and the Trust Revenues

In order to establish and justify the developer's pro forma and cash flow assumptions, a statement of market conditions and assumptions for all sources and uses of funds shall be included in the submittal. This section should also clearly state in narrative form, all terms and conditions for the Trust lease payments, and other applicable terms, conditions, assumptions, limitations, and developer expectations regarding revenues and expenses.

6. Employment Projections

Provide employment generation estimates for temporary (construction phase) and permanent jobs created.

7. Taxes and Incentives

The selected developer may receive an exemption from New York City and New York State sales and compensating uses taxes on materials incorporated into Pier 57 during the period of redevelopment. The selected developer may also be permitted to take advantage of the Trust's exemption from the mortgage recording tax in connection with the developer's initial financing.

The Trust expects that the availability of these tax exemptions and credits will be fully reflected in rent offers.

Pier 57 is listed in the National Register of Historic Places. Redevelopment must be consistent with the requirements and standards of the New York State Historic Preservation Office and the United States Department of the Interior. Placement in the National Register will make qualified development expenses eligible for a twenty (20%) percent rehabilitation tax credit. The Trust expects that the availability of these tax exemptions and credits will be fully reflected in rent offers.

Respondents are not precluded from making application to relevant state, city and federal agencies for other as-of-right incentives and discretionary benefits, including tax-exempt financing. However, if the financial feasibility of a proposal is predicated upon the receipt of such incentives and/or benefits, then the basis for program eligibility must be clearly demonstrated in the RFP response. If a proposal is dependent upon a capital grant or subsidy from a governmental entity then the proposal must include a letter of commitment stating the availability and amount of said funds subject only to the respondent entering into an acceptable lease with the Trust.

E. Project Schedule

The proposals shall include a schedule of reuse/development of the Pier. The schedule must include the time required to:

- Inspect and complete due diligence investigations of the Pier facility;
- Prepare design plans and secure relevant NYC environmental, planning and zoning approvals;
- Secure any necessary approvals or permits from the Army Corps of Engineers, New York State Department of Environmental Conservation and other such administrative bodies;
- Prepare working drawings/construction specifications and obtain building permits;
- Obtain construction and permanent financing;
- Start and complete general repairs and facility improvements/upgrades; and
- Market and lease-up space for approved revenue generation activities.

Proposers should assume 120 days to complete due diligence and negotiate preliminary lease and financial terms with the Trust, following conditional designation.

F. Required Acknowledgements

1. “As-Is” Condition

Pier 57 is being offered for development “as-is,” including structures, substructures, pilings, and other building and pier elements of every kind, and the selected respondent shall be responsible for all capital development costs. It is also being offered in existing environmental condition. Respondents are further advised that the selected master lessee will be obligated to perform all

on-going maintenance and repair work, whether ordinary or extraordinary, structural or non-structural, in-water or above water, throughout the duration of the lease term.

Appendix A to this RFP includes a list of previously prepared environmental and engineering studies, as well as general information about Hudson River Park. The Trust has prepared a set of CD-ROMs containing copies of these studies and will make the CDs available to those wishing a copy for a charge of \$50. Alternatively, proposers may request a hard copy of the materials for a fee of \$250, or may make arrangements to review copies of these documents at the Trust's offices at no charge. Please email Maryann Monte at Pier57RFP@hrpt.state.ny.us to schedule a viewing appointment or to request that the CD or hard copies of the materials be sent to you. Proposers wishing to have the background documents sent to them must send a valid Federal Express Account Number to Maryann Monte with their request. No materials will be shipped until the appropriate fee is received.

Respondents are advised that these reports are preliminary and provided for reference only. Respondents will be solely responsible for making their own determinations with respect to environmental, structural and marine conditions at Pier 57. All costs and scope items provided in the inspection reports and cost estimate must be independently verified by the proposers.

The Trust recognizes that the selected respondent must undertake Phase I and, in all likelihood, Phase II environmental assessments, and secure its own structural and underwater inspection reports. For the purpose of responding to this RFP, it should be assumed that environmental contamination, if any, can be remediated, and that any structural defects, should they exist, can be remedied, and that such work, if required, can be accomplished within a reasonable period and not significantly extend the construction period. Unless and until a responsible third party is identified and ultimately held responsible and liable for any such contamination or defects (and no such claim is currently pending or anticipated), the Trust will treat the performance and cost of any such work as an obligation of the developer.

Respondents should acknowledge their understanding of "as is" conditions and indicate whether offers are in any way contingent upon costs not exceeding defined dollar cap limits for specified environmental contamination and/or structural repair, and such dollar cap limits should be expressly set forth in the RFP response. To the extent that such dollar cap limits are exceeded, respondents should state whether financial offers are modified, and if so in what manner, or whether proposals are deemed withdrawn pursuant to the Conditional Designation section below.

2. Effect of Failures or Delays in Securing Public Approvals

Respondents must state whether, and to what extent, a failure or delay in securing a particular public approval for an individual project component will affect (a) lease execution, (b) the provision of any public benefit, (c) the use and occupancy of any portion of the project, or (d) the payment of rent under the lease. Since the regulatory agencies charged with approving in-water construction are not subject to specific deadlines during their review processes, respondents must identify whether the remaining portions of their proposals could advance

while the regulatory agencies continue to review the in-water elements. While the Trust will work with the conditionally designated developer to seek approvals for the proposed scope, the respondents should also identify how their proposals would be affected if any of these regulatory agencies were to disapprove part or all of the requested in-water scope, including, but not limited to, any financial effects.

3. Acknowledgement of Respondent Responsibility for All Costs

Notwithstanding the fact that the Trust may be listed as the applicant in various discretionary approval processes, respondents must acknowledge that they are solely responsible for funding required application fees, testing costs, architectural, engineering and environmental studies, and all other expenses relating to public approvals, and shall not seek waivers, exemptions, reimbursements or discounts for such expenses. The selected respondent shall be required to reimburse the Trust for the costs of necessary studies and applications should the Trust make payment or contract directly for such matters.

4. Confidentiality Agreement

All submissions must include a signed confidentiality agreement (see Appendix C) which will be in effect until such time as a final disposition of the property has been completed or until the selection process itself has been formally terminated by the Trust without such disposition. The statement must be signed by an authorized principal or officer of the developer. **No proposal will be considered without the Confidentiality Agreement.**

G. Procurement and Tax Law Requirements

1. State Finance Law Sections 139-j and 139-k

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 contract pursuant to this solicitation.

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 contract (the “Restricted Period”), be conducted only with the contact person(s) listed below; (2) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this solicitation as part of Appendix D; and (3) periodic updating of such forms during the term of any contract resulting from this solicitation. Respondents must submit each of these forms, properly completed, as part of their

proposals. The Procurement Requirements also require Hudson River Park Trust employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract.

A copy of the Hudson River Park Trust's Policy Regarding Permissible Contacts under State Finance Law Section 139-j and 139-k is attached to this solicitation as part of Appendix D. Neither this summary nor the referenced Policy is a complete presentation of the provisions of the Procurement Requirements. State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html> .

All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

ALL QUESTIONS, COMMENTS, REQUESTS FOR CLARIFICATION AND OTHER COMMUNICATIONS REGARDING THIS SOLICITATION MUST BE DIRECTED TO NOREEN DOYLE, EXECUTIVE VICE PRESIDENT WITH A COPY TO LAURIE SILBERFELD, GENERAL COUNSEL. CONTACT WITH NICOLETTE WITCHER (FOR ALL QUESTIONS REGARDING PROCUREMENT AND OTHER LEGAL MATTERS) AND MARYANN MONTE (FOR THE PURPOSE OF SCHEDULING APPOINTMENTS TO TOUR THE FACILITY, TO COLLECT/ FACILITATE DISTRIBUTION OF MATERIALS IN THE "SITE INFORMATION FILE" AND ACCEPT CHECKS FOR SUCH MATERIALS, AND TO SCHEDULE APPOINTMENTS TO VIEW THE SITE INFORMATION FILE AT THE TRUST'S OFFICE) IS PERMITTED. IN ADDITION, STAFF FROM THE TRUST'S MAINTENANCE AND OPERATIONS DEPARTMENT WILL BE DESIGNATED TO ACCOMPANY NOREEN DOYLE OR LAURIE SILBERFELD DURING SCHEDULED TOURS OF PIER 57 TO ADDRESS QUESTIONS ABOUT THE FACILITY. CONTACT WITH OTHER TRUST PERSONNEL REGARDING THIS SOLICITATION IS PROHIBITED BY LAW.

All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation.

To contact the staff members listed above, send an email to Pier57RFP@hrpt.state.ny.us and put the name of the requested staff member in the Subject Box. Also send a fax to the requested staff member at 212-627-2021.

2. State Tax Law Section 5-a

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a ("STL 5-a"). STL 5-a prohibits the Trust from approving any such contract with any

entity if that entity or any of its affiliates, subcontractors or affiliates of any subcontractor makes sales within New York State of tangible personal property or taxable services having a value over \$300,000 and is not registered for sales and compensating use tax purposes. To comply with STL 5-a, all respondents to this solicitation must include in their responses a properly completed Form ST-220, a copy of which is attached to this solicitation as part of Appendix D. Also in accordance with the requirements of STL 5-a, any contract resulting from this solicitation will require periodic updating of the certifications contained in Form ST-220. Solicitation responses that do not include a properly completed ST-220 will be considered incomplete and non-responsive, and will not be considered for contract award.

H. Required Forms and Agreements

1. Confidentiality Agreement

The Confidentiality Agreement included in Appendix C must be signed by an authorized principal or officer of the developer and submitted with the proposal.

2. Required Forms for Procurement Lobbying Requirements

All of the forms referenced in this section are included in Appendix D and must be submitted with the proposal.

- Disclosure of Prior Non-Responsibility Determinations
- Affirmation of Understanding of and Agreement Pursuant to State Finance Law § 139-j (3) and § 139-j(6)(b)
- New York State Tax Certification

3. New York State Contracting Questionnaire and New York City Vendor Information Exchange System "Vendex" Questionnaire

To ensure contractor responsibility all finalists will be required to complete and submit both a VENDEX Questionnaire and a New York State Contracting Questionnaire. For more information on vendor responsibility requirements visit <http://www.nyc.gov/vendex> (NYC Vendor Responsibility Requirements) and <http://www.osc.state.ny.us/vendrep/faqs.htm> (NYS Vendor Responsibility Requirements). All Proposers who are selected as finalists will be required to complete these forms. As such, these forms are not included with this Request for Proposals but will be provided to all finalists upon selection.

S u b m i s s i o n I n s t r u c t i o n s

Ten (10) copies of proposals must be submitted by 5:00 p.m. on **October 17, 2008** to:

Hudson River Park Trust
Pier 40 - 2nd floor
353 West Street (at West Houston St.)
New York, NY 10014
Attn: Noreen Doyle

Please mark each copy of the submittal with “Development Proposal for Pier 57”. Please place all submittals in a sealed envelope or other container. Mark the sealed envelope or container with “Development Proposal for Pier 57” and the name of the development team.

The Hudson River Park Trust may, in its sole discretion, elect to accept responses after the submission deadline. It is anticipated that the Trust may require interviews with one or more of the respondents. The Trust may elect to conditionally select a submission or submissions within one hundred eighty (180) days after the submission deadline, should such submission(s), in the Trust’s sole discretion, satisfy all of the criteria listed. Each submission thereof shall be considered an open firm offer for said period or any extension of said period up to 30 days. The timing of the selection may differ depending upon the degree to which further information on individual submissions may be required or other factors that the Trust may consider pertinent. The submissions and supporting documentation shall become the property of the Hudson River Park Trust upon submission. Incomplete or non-responsive proposals may, in the Trust’s sole discretion, be immediately eliminated from consideration.

This RFP may be reissued, amended, or withdrawn if it is deemed to be in the best interest of the Hudson River Park Trust or if, in the judgment of the Trust, all submissions are unacceptable.

Pre-Bid Meeting and Tour

Hudson River Park Trust staff will convene optional pre-bid meetings and site tours on **July 16 and July 30** beginning at **12 pm**. The meetings/tours will be at Pier 57.

RSVP to attend the pre-bid by calling Maryann Monte at: 212-627-2020. The pre-bid meeting will include a tour of the facility.

Proposers are strongly encouraged to tour the site prior to submitting a proposal.

If there is sufficient interest, an additional site tour will be arranged. Fax requests to Maryann Monte at (212) 627-2021 with your contact information.

Questions and Clarifications

Hudson River Park Trust staff and its consultants will be available to answer questions submitted by fax and email. **NO QUESTIONS WILL BE ANSWERED BY PHONE.**

Please email **and** fax questions to the attention of Noreen Doyle, Executive Vice President, with a copy to Laurie Silberfeld, Vice President and General Counsel at:

Pier57RFP@hrpt.state.ny.us and (212) 627-2021. The Trust will respond to questions as follows:

Corrections and Addenda to the RFP

To allow for the broadest possible audience to consider this RFP, the Trust has posted it on its website (www.hudsonriverpark.org). Prospective respondents that download the RFP from the website **must** send an email to Pier57RFP@hrpt.state.ny.us, Attention Noreen Doyle, with a copy to Laurie Silberfeld, Vice President and General Counsel at the same address, to notify the Trust of your interest in order to ensure that the Trust can communicate any updates, responses to questions, corrections or addenda issued by the Trust pursuant to the RFP. Respondents must include their company name, a designated contact person, address, phone number and email address in their email to the Trust. If the respondent does not receive a confirmation email back from the Trust, it is incumbent on the respondent to notify the Trust again by fax and email.

Selection Process

The Trust Board of Directors or their designees, Trust staff, and Trust consultants will participate in the review and selection process. 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 following criteria in the opinion of the Trust.

The Trust will review the submissions for fulfillment of development goals, compatibility of uses with the Hudson River Park Act and the existing park plan, and economic viability and feasibility, after which it may pursue negotiations with one or more respondents. The Hudson River Park Trust will use the following criteria to review submissions and select proposals for designation:

- **Development Goals:** Project submissions must illustrate how they fulfill the goals of the RFP, including compatibility with Hudson River Park Act. The Trust will assess whether proposed tenancies both meet the development goals of the RFP and address the financial feasibility of the project.
- **Financial Feasibility:** Proposals must demonstrate sound financial feasibility. The Trust defines sound financial feasibility to mean that: 1) sources of funding are clearly identified and reasonably accessible and cover all pre-development and development costs, including contingencies, and 2) the project is economically self-sustaining such that projected operating and other revenues are realistic and sufficient to fully support all expenses, including debt services coverage, and if developed by a for-profit entity, an adequate return on investment.
- **Developer Capability:** Proposals must demonstrate qualified Developer Capacity. The Trust defines Developer Capability to mean that the project team has: 1) demonstrated experience successfully completing projects of similar budget, scope, and complexity, and 2) sufficient financial strength and access to capital to complete, operate and maintain the project. Favorable consideration will be given to those projects financed by higher proportions of equity. Among other criteria, the Trust will consider any past performance

with the Hudson River Park Trust, the Hudson River Park Conservancy, or the City or State of New York. Consideration of past performance will include but not be limited to bidder's compliance with prior contracts or other agreements with the Trust, City, or State.

- Design Concept: Favorable consideration will be given to proposals offering a high quality of design, respect for the historic designation of the structure, integration of the facility with the adjacent park, environmental sustainability, and sensitivity to location both within the Hudson River Park estuarine sanctuary and adjacent to Route 9A bikeway.
- Relationship to park and surrounding area: The proposal must be compatible with and enhance the Hudson River Park plan and neighboring community and should improve and maximize opportunities for visual and physical public access to the waterfront and water itself, including from the immediately adjacent inland community.
 - 1) Vehicular access, traffic implications and other aspects of the development's relationship to the surrounding area including the heavily trafficked bikeway bordering the park will be considered, including with respect to both design and intensity of use.
 - 2) Submissions must demonstrate consideration and understanding of the urban context of the pier's location, as well as the diversity of the city. Respondents should address the extent to which proposed programming and facilities might provide activities for the general public, not-for-profit cultural, educational or community organizations.
- Financial Proposal including Rent and PILOT
- Project Manager Experience and Qualifications

The Hudson River Park Trust reserves the right to select one or more submissions for an interview.

The Hudson River Park Trust reserves the right to select more than one developer team for designation and further negotiations.

The Hudson River Park Trust reserves the right to extend the RFP period, reject all submissions, and/or propose modifications to any and all submitted material. The Trust may select either entire submissions or portions of submissions for designation or may elect to take no immediate action toward selection.

Schedule

Request For Proposals Issued	June 30, 2008
Optional Pre-Bid Meeting and Tour	July 16, 2008, 12 PM
Optional Pre-Bid Meeting and Tour	July 30, 2008, 12 PM

First Interested Sub-Tenant Listing	August 22, 2008
Second Interested Sub-Tenant Listing	September 17, 2008
Additional Tours (limited)	By Appointment
Proposals Due	October 17, 2008, 5:00 PM

Post-Designation Information

The Trust intends to review all submissions to this RFP and select a conditionally designated developer within one hundred eighty (180) days of the date of submission. The conditionally designated developer will be required to enter into certain agreements and make payments as are more particularly described below.

Conditional Designation Letter

Upon selection of an RFP respondent, the Trust will enter into a Conditional Designation Letter (“CDL”) with that entity setting forth basic lease terms and incorporating the selected RFP response (as may be modified by agreement of the parties) by reference. The CDL shall have a term of one hundred twenty (120) days, which period may be extended by the Trust at its sole discretion. While the CDL is in effect, the Trust will negotiate exclusively with the conditionally designated respondent for the lease, development and use of Pier 57.

Upon execution of the CDL, the respondent shall be granted access to Pier 57 for the purpose of completing its due diligence review of the property’s physical condition, including without limitation, structural conditions and preliminary identification of any needed environmental remediation. Due diligence investigations may include certain invasive testing on the building, subject to the prior review and approval of the Trust. Access and the right to test will be granted under one or more licenses to be issued by the Trust. Such licenses will contain terms and provision, including without limitation insurance coverage and indemnification of the Trust, as are typical for the specified purposes.

Also during the CDL period, the Trust and the conditionally designated respondent will cooperate to determine required public approvals and establish schedules for preparing and submitting applications and for agency and public review.

The conditionally designated RFP respondent will be required to remit, by certified or cashiers check, a \$250,000 designation fee upon execution of the CDL. The designation fee may be refunded in full in the event the designee complies with the terms of the CDL but declines to proceed because its due diligence investigation of the property’s physical condition indicates costs to remedy in excess of the amount specified in Section F.1 above (“As Is Condition”) that

would cause the RFP response to be withdrawn. One-half of the fee may be refunded in the event the designee complies with the terms of the CDL but fails to enter into the Memorandum of Understanding or Project Maintenance and Security Agreement (as are described below).

Memorandum of Understanding

The Memorandum of Understanding (“MOU”) shall be executed at the end of the CDL term and shall include a description of certain basic lease terms consisting of length of lease, permitted uses, renovation program, rental, development deadlines, and other provisions consistent with the RFP and the CDL. The MOU shall also include milestones for the developer starting and completing certain actions prior to the execution and delivery of the lease, including, without limitation, securing public approvals, negotiating an agreed-upon form of lease (which the parties will endeavor to complete within 90 days of MOU execution), obtaining commitments from tenants for project facilities, obtaining financing commitments, development of schematics and preliminary and final plans and specifications, preparation of contract specification bid documents, and other pre-development activities.

The MOU will require the Developer to provide a \$2 million unconditional letter of credit as security for the Developer’s MOU obligations.

It shall be the intent of the parties under the MOU to complete as many pre- development activities as are practical and feasible such that construction may commence promptly after lease execution and delivery. During the term of the MOU, the Trust will continue to provide the designated developer with access licenses in order to perform site investigations including engineering surveys, test borings, architectural studies and other inspections and pre-development work.

Upon execution of the MOU, the conditional designation fee paid to the Trust shall become non-refundable.

Project Maintenance and Security Agreement

During the period from the MOU Date to the Lease Commencement Date (including any extension of the MOU Term), Developer shall be responsible to pay the cost of site security, maintenance, repair and utilities for the Pier 57 property, provided that Developer’s obligation to pay for maintenance and repair costs shall be limited to maintenance and repair costs reasonably necessary to maintain the Pier 57 property in its current condition and shall not include costs for capital replacements. Contemporaneously with the execution of the MOU, Developer shall (a) establish an interest-bearing bank account, entitled “Pier 57 Maintenance and Security Account” (the “PMSA Account”) from which the Trust, by its authorized signatories previously identified to Developer, may draw monies to pay for such site security, maintenance, repair and utilities as provided in this MOU, and (b) make an initial deposit into such account in an amount not less than \$200,000. Developer shall from time to time make additional deposits into the PMSA Account promptly upon request of the Trust such that the balance of available

funds therein shall at all times be at least \$100,000. The actual costs of such site security and maintenance may from time to time exceed the estimated costs set forth above, and in such case Developer shall be responsible to provide sufficient additional funds for the actual cost thereof. The PMSA Account shall remain in effect at all times during the MOU Term (including any extension of the MOU Term).

The Lease

Upon satisfaction of the conditions precedent set forth in the MOU, including all required public approvals, the fully negotiated lease will be executed and delivered to the designated developer. The CDL and MOU will provide a sufficient basis for the designated developer to make necessary applications for public approvals and financing, but shall not confer a possessory interest in the premises. The lease will convey such interest together with all other rights and privileges necessary for the development and use of Pier 57. The lease will contain mortgagee protective language such that development is financeable, but the Trust will not subordinate its property interest to any developer financing.

Lease Guarantee

While the named lessee may be a newly formed single purpose entity, whether for-profit or not-for-profit, the performance of all obligations under the lease, both monetary and non-monetary including but not limited to the completion of construction, must be guaranteed by one or more financially capable parties. Such guarantee may, in the reasonable judgment of the Trust, require the posting of security, which may be in the form of an unconditional irrevocable letter of credit. The requirement to post security shall depend upon the financial strength of the guarantor, the nature of the completion guarantee provided to the construction lender and third party rights, if any, afforded the Trust under such construction loan guarantee, and other assurances as may be negotiated between the Trust, the lessee and the guarantor. The guarantor and named lessee may be related parties. The Trust may agree to release all or a portion of any required security after substantial completion and a period of satisfactory performance.

If the named lessee is the financially capable entity, then the Trust may choose to not require a third party guarantee. However, the named lessee in that instance must be an existing person or corporate entity with documented financial strength pledged to perform all obligations under the lease.

Should the named lessee not be the financially capable entity as described above, the RFP respondent must clearly identify the lease guarantor as an essential part of its submission. The guarantor must be an existing person or corporate entity (or combination of persons and/or corporate entities) with sufficient net worth in-hand. The RFP response must contain a written commitment on the part of the guarantor stating that such guarantee will cover all obligations of the lessee and is subject only to the respondent lessee entering into a satisfactory lease with the Trust. The RFP submission must include financial information demonstrating the ability of the proposed guarantor to perform if called upon.

Appendix A: Background Documents

The Hudson River Park Act is available on the Trust's website:

<http://www.hudsonriverpark.org/organization/policies.asp>.

The Trust has prepared a CD-ROMs containing copies of Pier 57 plans, previously prepared environmental and engineering studies as well as information about the overall Hudson River Park, and will make the CDs available to those wishing a copy for a fee of \$50. Alternatively, proposers may request a hard copy of the materials for a fee of \$250, or may make advance arrangements to review copies of these documents at the Trust's offices at no charge. Please email Maryann Monte at Pier57RFP@hrpt.state.ny.us to schedule a viewing appointment or to request that the CDs be sent to you. Proposers wishing to have the background documents sent to them must send a valid Federal Express Account Number to Maryann Monte with their request and should indicate whether they want a CD or hard copies. Materials will not be shipped until the appropriate fee is received.

Respondents are advised that these reports are preliminary and provided for reference only. Respondents will be solely responsible for making their own determinations with respect to environmental, structural and marine conditions at Pier 57. All costs and scope items provided in the inspection reports and cost estimate must be independently verified by the proposers.

Park-wide Information and Permits

- Excerpts from Hudson River Park: Design Guidelines Master Plan, October, 1997
- Hudson River Park: Final Environmental Impact Statement, May, 1998 – Chapter 1: Project Description
- Findings Statement Pursuant to the State Environmental Quality Review Act by the New York State Urban Development Corporation D/B/A Empire State Development Corporation for the Proposed Hudson River Park
- New York State Development Corporation D/B/A/ The Empire State Development Corporation Hudson River Park Multi-Purpose Project General Project Plan, July, 1998
- Excerpts from Army Corps of Engineers, Permit No. 1998-00290 Hudson River Park (including Permit Extension Letter)
- New York State Department of Environmental Conservation, Permit No. 2-6299-00004/00001 Hudson River Park (including most recent Permit Extension Letter)
- Programmatic Agreement with New York State Historic Preservation Officer (“SHPO”), March, 2000.

Technical Drawings, Reports and Inspections

- Pier 57 – Construction of New Pier 57 Contract Drawings, May 1951
- Pier 57 - Visual Inspection Report, April 2004
- Pier 57 - Pier Inspection Report, July 2008 (expected)

Appendix B: Conditions, Terms, and Limitations

In addition to those stated elsewhere, this RFP is subject to the specific conditions, terms and limitations stated below:

1. The site is to be received in “as is” condition, except as otherwise specifically provided for elsewhere in the agreement with the Trust.
2. The information set forth in this RFP is believed to be accurate. However, the Trust, City or State, their officers, agents and employees, assume no responsibility for errors or omissions, make no representation whatsoever as to the physical condition of the site, the Trust’s status of title thereto, its suitability for any specific use, the absence of hazardous materials, waste, or any other matter. Proposers are urged to satisfy themselves with respect to the physical condition of, and all arrangements affecting, the site.
3. No applicant under this RFP will be selected if he or she, as an individual, any principal shareholder of a corporate applicant or any member of the applicant’s project team is, in the Trust’s sole discretion, determined to have been convicted of a felony or crime involving moral turpitude, to be an organized crime figure, to be under indictment or criminal investigation, to be in arrears or in default on any debt, contract or obligation to or with the Trust, City or State of New York, or otherwise to be a prohibited person as defined by the City or State of New York. The developer and all principal shareholders of a corporate applicant, if applicable, and/or members or partners of a development team or partnership must complete a background questionnaire and be subject to investigation by the Trust, the City’s Inspector General or the Attorney General. The designation will be revoked in the event any derogatory information is revealed by such investigation.
4. The Trust, City or State is not obligated to pay and shall not pay any costs incurred by any applicant at any time unless the Trust has expressly agreed to do so in writing.
5. This is a Request for Proposals. 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 applicants, to negotiate with one or more of the applicants with respect to all or any portion of the Project, to establish additional terms and conditions, to encourage applicants to work together, or to reject any or all responses.
6. All terms in this RFP used to control the permitted use and bulk of the site shall be as defined in the Hudson River Park Act and the Zoning Resolution of the City of New York.

Where conflict arises in the definition of such terms, the Hudson River Park Act shall take precedence.

7. Except as specifically provided herein, the Developer will pay all applicable taxes payable with respect to the project.
8. The Trust has the option to select a respondent without negotiating with any respondent, and therefore each respondent should submit their best proposal initially since further negotiations may not take place.
9. The Project Team will be required to comply, and will cause all contractors and subcontractors engaged in the project to agree to comply with the provisions of New York Law Article 15-A which mandates that contractors and subcontractors will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, disability, marital status or sexual orientation with respect to all employment decisions. The law requires approval of all contractors and subcontractors. Contractors and subcontractors engaged in the project may also be subject to local provisions mandating a specified participation by trainees. If public assistance or investment is provided for the project, certain affirmative action provisions will apply. The Hudson River Park has a combined 17 percent agency goal for MBE/WBE participation.
10. Tropical Hardwood, as defined in Section 167-S of the New York State Finance Law, shall not be used in the development of the site.

No rights of assignment are included in any RFP submission.

Appendix C: Required Confidentiality Agreement

Date:

Hudson River Park Trust
Pier 40 – 2nd floor
353 West Street (at West Houston St.)
New York, NY 10014

Re: Confidentiality Agreement - in connection with the execution of a Lease Agreement for establishing a park/commercial facility on Pier 57 in Hudson River Park.

Ladies and Gentlemen:

In connection with our submission of a proposal with regard to the Project in response to the RFP, we have been furnished certain information by the Hudson River Park Trust (“Trust”) with respect to the Project. We hereby agree to treat confidentially, in accordance with the terms and conditions of this agreement, such information and other information concerning the Project that the Trust, the City or State of New York, and/or their respective representatives, have or will furnish to us (such information being collectively referred to as the Confidential Information).

We further agree that the Confidential Information has and will be used by us solely for the purpose of evaluating the Project, determining whether and on what terms we should submit a proposal in response to the letter requesting expressions of interest/proposals, and discussions, if any, between the Trust and us regarding our proposal. We further agree that we will not use the Confidential Information in any way detrimental to, or to the competitive disadvantage of, the Trust, the City or State, and that such information will be kept confidential by us and by any and all of our partners, directors, officers, officials, employees, affiliates, agents, advisors, counsel and other representatives and representatives of any of the above (all persons and entities being collectively referred to as “Representatives”) and that neither we nor our Representatives will use, publish, divulge, disclose or allow to be disclosed the Confidential Information to any person, firm or entity whatsoever unless the Trust consents in writing to the disclosure of such information.

In addition, without the prior written consent of the Trust, we will not, and will direct and cause our Representatives not to, disclose to any person or entity either the fact that discussions or negotiations (if any) are taking place concerning the Project or any of the terms, conditions or other facts with respect thereto, including the status thereof or the fact that the Confidential Information has been made available to us.

We agree that all press and other inquiries concerning the Projects will be referred, without further comment to the Trust. The Trust will be responsible for coordinating and issuing all

press, intergovernmental and public announcements, as well as arranging all press conferences and ceremonies, unless the Trust agrees otherwise in writing. On behalf of ourselves and our Representatives, we agree not to discuss any Confidential Information or negotiations concerning the Project with the press or other media without the prior written consent of the Trust.

If the foregoing agreements are not complied with, the Trust, in its sole discretion, may, as applicable, 1) withdraw our proposal from consideration in designating a developer for the Project, or 2) if we have been designated as the developer of the Project, terminate our designation and withdraw from negotiations with us regarding the Project.

We agree that, unless and until a binding disposition of the agreement with respect to the Project is entered into between the Trust and us, neither the Trust nor we will be under any legal obligation of any kind whatsoever, with respect to the Project or the Project's site, by virtue of this agreement.

We agree that money damages would not be a sufficient remedy for any breach of this agreement by us or our Representatives and that, in addition to all other remedies which may be available, the Trust shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

It is further understood and agreed that no failure or delay by the Trust, City or State in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or of any other right, power or privilege hereunder.

We hereby represent that the individual signing this letter agreement is duly authorized to execute and deliver this letter agreement on our behalf.

This agreement shall be governed by and construed in accordance with the law of the State of New York without giving effect to its conflicts of law principles or rules.

We enter into this agreement in consideration for the Trust considering our response to the Request for Proposals and understand and agree that it is a condition to the Trust considering such response that we enter into and comply with this agreement.

Sincerely,

By: _____
(Name and Title)

Appendix D: Procurement and Tax Law Information and Required Forms

- Hudson River Park Trust's Procurement Lobbying Policy and Procedures
- Procurement Lobbying Required Forms
- New York State Tax Certification Form



Procurement Lobbying Guidelines

1. Introduction

Pursuant to Chapter 1 of the Laws of 2005 (“Procurement Lobbying Legislation”), communications between Offerers and the Trust during the Restricted Period of a Governmental Procurement must be limited to designated contact persons and in accordance with prescribed means.

In 2003, Governor Pataki issued EO 127 to increase disclosure requirements for persons and organizations contacting State government (such as the Trust) about Procurement Contracts and real estate transactions. New York State’s recently enacted Procurement Lobbying Legislation expands upon EO 127 and obligates the Trust to collect and record information from contractors seeking a Procurement Contract, and those who advocate on behalf of the contractors to influence Procurement Contracts. Among other things, the Procurement Lobbying Guidelines:

- Requires the Trust to designate person/s to act as primary contact regarding a Trust procurement during a Restricted Period.
- Requires the Trust to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements.
- Authorizes New York State to impose penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators.
- Directs the New York State Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been disbarred and publish such a list on its website.
- Requires the timely disclosure of accurate and complete information from bidders/Offerers with respect to determinations of non-responsibility and debarment.

Covered Transactions

Any Trust procurements or transactions involving an estimated value in excess of \$15,000 for:

- commodity

- service
- technology
- public work
- construction
- revenue contract
- the purchase, sale or lease of real property
- the acquisition or granting of other interest in real property

Restricted Period

These Guidelines restrict Contacts between the Trust and an Offerer/bidder from the point in time when the Trust issues its first written document soliciting a response from Offerers which is intended to result in a Procurement Contract or covered real estate transactions until such contract is completed or otherwise closed. The communications between Offerers and the Trust prior to such issuance, including during the preparation of specifications, bid documents, and RFPs, are not covered by such restrictions not governed by this law.

2. Statutory Definitions

Article of Procurement

A commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a governmental procurement.

Contact

Any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.

Governmental Entity

(1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (7) a subsidiary or affiliate of such a public authority.

Governmental Procurement

(1) the preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a procurement contract, (2) solicitation for a procurement contract, (3) evaluation of a procurement contract, (4) award, approval, denial or disapproval of a procurement contract, or (5) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offerer.

Offerer

The individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

Procurement Contract

Any contract or other agreement for an article of procurement involving an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, article eleven-B state finance law contracts, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed procurement contracts.

Proposal

Any bid, quotation, offer or response to a governmental entity's solicitation of submissions relating to a procurement.

Restricted Period

The period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a governmental entity with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.

3. Procedures

a) Notification of Procurement Lobbying Guidelines

For each Procurement Contract, the Trust shall designate a person or persons to receive communications from Offerers of such contracts. The contact person/s designated by the Trust shall have knowledge of the specifications or other technical requirements of the procurement.

The Trust shall incorporate a summary of its procurement lobbying procedures in its solicitation documents relating to a Procurement Contract and shall provide a copy of these procedures in its bid packages.

The Trust shall require a written affirmation from all Offerers as to the Offerer's understanding of and agreement to comply with New York State's Procurement Lobbying Law.

4. Determinations of Responsibility by the Trust

Prior to the award of a Procurement Contract, the Trust must make a responsibility determination with respect to the Offerer to be recommended for the award of the contract based upon, among other things, the information supplied by that offer. The Offerer must disclose whether it has been found non-responsible within the last four years by any Governmental Entity for: (1) failure to comply with State Finance Law § 139-j, or (2) the intentional provision of false or incomplete information. This disclosure must be certified by the Offerer and must affirmatively state that the information supplied by the Offerer to the Trust is complete, true and accurate.

The Procurement Contract must include a provision allowing the Trust to terminate the contract if the certification is subsequently found to be incomplete, false or inaccurate. Admissions by the Offerer of past findings of non-responsibility may constitute a basis for rejection of the Offerer by the Trust.

The Trust can award a contract to the Offerer despite the past findings of non-responsibility if it determines that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health or safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary time frame. The basis of such findings must be included in the procurement record of the Procurement Contract.

5. Record Keeping of Prohibited Communications

The Trust shall maintain a Procurement Record, detailing any Contact from any person or entity. Note that, as defined in Section III.A.(2), above, a "Contact" means any oral, written, or electronic communication that a reasonable person would interpret as a communication intending to influence any Trust procurement.

The Procurement Record must contain the following information:

- Name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact.
- Whether the person or organization making the Contact was the Offerer or a lobbyist.

- If applicable, a statement providing the basis for termination of a procurement contract award due to the failure of the Offerer to provide a certification that all information provided relating to the requirements of State Finance Law § 139 are complete, true and accurate.
- A statement describing the basis for any award to an Offerer in which the Trust determines to be non-responsible or have failed to disclose a previous determination of non-responsibility.

6. Permissible/Non-Permissible Communications

These Guidelines restrict “contacts” between the Trust and potential vendors. However, please refer to this Section’s definitions, as the term “contacts” has a very specific meaning.

Permissible communications do not have to be recorded in the Trust’s Procurement Record.

Permissible communications include any communications that a reasonable person would infer are not intended to influence a Governmental Procurement. Such permissible communications include:

- Inquiries as to the status of the procurement process.
- Requests to be included on the Trust’s Offerer’s list.
- Receipt of advertising material.
- Intra-agency communications of administrative details concerning the procurement.
- Responses to Trust-issued Requests for Information.
- Written questions submitted by Offerers regarding a solicitation during the allowable time period of a competitive procurement.
- Complaints about the procurement process or outcome.
- Participation in an Offerer’s conference as provided in a request for proposal.
- Submission of a bid in response to a request for proposal.
- Contract negotiations.
- Debriefing of an Offerer after a contract award has been made.

All reported Contacts will be submitted to Trust’s legal department for review. If after review the Legal Department finds sufficient cause to believe that an Offerer may have violated the Procurement Lobbying restrictions, the Offerer will be notified in writing of the investigation and will be afforded an opportunity to respond to the alleged violation.

If, after investigation, the Legal Department does find that the Offerer knowingly and willfully made prohibited Contact in violation of these procedures, then the Offerer shall be disqualified.

If Trust personnel is in doubt as to whether a communication is intended to influence the Governmental Procurement, he or she should record the communication and contact the Trust’s Legal Department for further guidance and possible investigation. All records of Contacts must be maintained in the procurement record for the related Procurement Contract.



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:

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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? (Please circle):

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: _____



Hudson River Park Trust

**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:

