



REQUEST FOR PROPOSALS

Operator of Multiple Berths

Release Date: Thursday, March 29, 2012

Submission Date: Friday, May 11, 2012



TABLE OF CONTENTS

1. INTRODUCTION	1
2. OBJECTIVES	3
3. SCHEDULE AND TIMETABLE FOR RFP	4
4. INFORMATION SESSION AND SITE VISIT	4
5. QUESTIONS AND REQUESTS FOR CLARIFICATION	5
6. SITE DESCRIPTIONS	6
7. OPERATING GUIDELINES, REQUIREMENTS AND COMPONENTS	16
8. OPERATOR'S COMPENSATION	22
9. PROPOSAL REQUIREMENTS	24
10. SELECTION CRITERIA	26
11. CONDITIONS, TERMS AND LIMITATIONS	27
EXHIBIT A: BERTHING SITE MAPS	
EXHIBIT B: SUMMARY OF SITE SPECIFICATIONS	
EXHIBIT C: FORMAT FOR RESPONDENT'S PROPOSAL	
EXHIBIT D: EXPENSE PROJECTION FORMAT	
EXHIBIT E: DOING BUSINESS DATA FORM	
EXHIBIT F: EXPENSES OF THE OPERATOR	
EXHIBIT G: SAMPLE STATEMENT OF AGREEMENT	
EXHIBIT H: ADDITIONAL REQUIREMENTS DURING THE TERM OF THE OPERATING AGREEMENT	
EXHIBIT I: APPLE BACKGROUND INVESTIGATION FORM	
EXHIBITJ: CONDITIONS, TERMS AND LIMITATIONS	

1. INTRODUCTION

One year ago, the City of New York released the Waterfront Vision and Enhancement Strategy (WAVES). WAVES is an action plan for reconnecting New Yorkers and visitors to New York's 520 miles of waterfront and to reclaim New York City's standing as a premier waterfront city. To further these goals, Apple Industrial Corp. ("Apple") is looking to streamline process, increase efficiency, and improve access to the key waterfront assets to promote water-borne transportation, maritime operations, recreation, and educational, commercial, non-profit, historic, and cultural opportunities by making available several waterfront berthing sites. This Request for Proposal ("RFP") is one of 130 WAVES initiatives the City is implementing to make the New York Harbor a world-class destination, a globally competitive port, and a vital natural resource.

Apple, is requesting proposals ("Proposals") from experienced, professional operators of berthing facilities (each a "Respondent(s)") to operate, manage, license, market, and to the extent necessary, improve, multiple berthing facilities (the "Berthing Services") throughout the City of New York (collectively, the "Berthing Sites") pursuant to an operating agreement (the "Operating Agreement").

Specifically, the Berthing Sites include:

Brooklyn

1. Piers 11 and 12, Atlantic Basin
2. Pier 4 at the Brooklyn Army Terminal

Manhattan

3. West Harlem Piers Park Excursion Pier and Spud Barge, Hudson River
4. Pier 36, East River
5. Skyport Marina, East River
6. Stuyvesant Cove Mooring Location, East River (Optional)

Staten Island

7. Homeport Pier, Staten Island

To be considered for selection, Respondents must submit proposals for **all** Berthing Sites except for the Stuyvesant Cove Mooring Location. Submission of proposals for the Stuyvesant Cove Mooring Location is optional. One or more proposals may be selected pursuant to RFP to operate one or all of Berthing Sites. In addition, Apple may add or remove Berthing Sites throughout the term of the Operating Agreement.

The Selected Operator must assume the Sites "as is" and "where is." The Selected Operator is responsible for all maintenance and repair at the Berthing Sites. Any modifications to the existing Berthing Sites or any additional improvements required for berthing operations, including, without limitation the addition of berthing-related infrastructure such as floating docks, gangways, gate locks, bollards, and cleats shall be provided and installed by the selected Operator, subject to the prior written approval of Apple and the City. Such proposed capital improvements should be detailed clearly in the Respondent Proposal. The Selected Operator is also responsible for obtaining the necessary permits and any other approvals for any such capital improvements. All Berthing Services must be provided "as-of-right" and comply with the New York City Zoning Resolution.

All Berthing Sites are accessible except at Atlantic Basin where the 760 linear feet of berth space along the north side of Pier 11 is accessible only to vessel operators; and approximately 500 linear feet of berth space at Pier 12, where the public is prohibited on; and approximately 300 linear feet of berth space at Pier 36 in Manhattan.

No ownership, leasehold or other property interest shall vest in the Selected Operator by virtue of the Operating Agreement.

2. OBJECTIVES

This Request for Proposal meets the goals and objectives identified in the City's PlaNYC and the Waterfront Vision and Enhancement Strategy (WAVES). The specific objectives of this request are to:

- Activate the waterfront and provide the potential for more local economic development and community programming
- Operate the Berthing Sites with a comprehensive approach, rather than individually, in order to increase efficiency and ensure the best maritime use at each location
- Address a shortage of vessel berths and berthing opportunities for private, educational, non-profit, historic, commercial, and other vessels by either increasing the number, and/or optimizing existing, transient, excursion and long-term berths within the City
- Provide opportunities for vessels to obtain amenities and services including but not limited to picking up supplies, changing crews, picking-up/dropping off of passengers, pumping-out discharge waters (e.g. graywater, ballast), and providing water and utilities, including cold ironing.
- Streamline the licensing of the Berthing Sites to third parties, berth scheduling and other administrative functions with respect to using berthing space in order to encourage and attract more users to the Berthing Sites

3. SCHEDULE AND TIMETABLE FOR THE REQUEST FOR PROPOSALS

The following schedule has been established for this RFP.

RFP Release Date:	March 29, 2012
Optional Information Session and Site Visit(s): <u>NOTE: Respondents who plan to attend the Site Visit must RSVP per Section 3 below</u>	April 12 & 13, 2012 @ 9 a.m.
Question and Clarification Deadline:	April 18, 2012 by 5 p.m.
Question and Clarification Response Date: Answers to Questions and Clarifications shall be posted to: www.nycedc.com/RFP .	April 30, 2012
Proposals Due:	May 11, 2012 @ 4 p.m.
Method:	Eight (8) copies of the proposal by Hand, First Class Mail or other nationally-known overnight courier
Submit to:	Maryann Catalano Senior Vice President, Contracts Department
Mailing and Delivery Address	New York City Economic Development Corporation ("NYCEDC") 110 William Street, 6th Floor New York, NY 10038
For Submission of Proposals	



If you have a physical disability and cannot deliver your proposal to NYCEDC, please contact Tamar Sanodze at 212 618 5748 at least 48 hours prior to the deadline and special arrangements will be made for you.

4. INFORMATION SESSION AND SITE VISIT

Parties that are considering submitting a proposal are strongly encouraged to attend the optional information session and Site Visit (to multiple Berthing Sites) to be held on Thursday April 12, 2012 and Friday, April 13, 2012 between 9:00 a.m. and 5:00 p.m. Questions concerning the subject matter of the RFP and requests for clarification may be asked at the information session and Site visit. **Respondents who plan to attend must RSVP by 5:00 p.m. on Tuesday, April 10, 2012** by email to berthoperatorrfp@nycedc.com. An itinerary, directions and specific information will be provided upon RSVP.

5. QUESTIONS AND REQUESTS FOR CLARIFICATION

Questions concerning the subject matter of the RFP and requests for clarification may also be submitted by email to berthoperatorrfp@nycedc.com until 5:00 p.m. on, Wednesday, April 18, 2012. For questions that do not pertain to the subject matter of this RFP, please contact Apple's Contracts Hotline at 212-312-3969. Answers to all questions and requests for clarification received via email and during the information session and Site visit will be posted on Apple's website on Monday, April 30, 2012.

6. SITE DESCRIPTIONS

The following Berthing Sites are owned by the City of New York acting by and through its Department of Small Business Services (“DSBS”). Pursuant to that certain Amended and Restated Maritime Contract between the City and NYCEDC dated as of June 30, 2011, as amended from time to time, NYCEDC manages and operates the following Berthing Sites. Apple provides facilities management services for the following Berthing Sites pursuant to a separate agreement between NYCEDC and Apple.

1. WEST HARLEM PIERS PARK EXCURSION PIER AND SPUD BARGE

A. Location and Description

West Harlem Piers Park (“WHPP”) is an approximately 2 acre open space located in the West Harlem neighborhood of Manhattan. WHPP sits along the Hudson River, west of Marginal Street, between St. Clair Place/West 125th Street and West 135th Street, in Manhattan Community District 9. WHPP includes a cove designed for passive recreation and events, a bike path connecting the space to the larger Manhattan bikeway system, and multiple landscaped areas. WHPP also includes two separate public piers, a spud barge (“Spud Barge”) and a kayak launch. One pier is used for recreational uses, such as fishing (the “Recreational Pier”), and the other for waterborne vessel berthing (the “Excursion Pier”). See Exhibit A-1.

Pursuant to the Amended and Restated Maritime Contract, WHPP was developed by NYCEDC and opened to the public in the fall of 2008. The Spud Barge and the Excursion Pier are managed by Apple, on behalf of the DSBS, and WHPP is operated and maintained by the New York City Department of Parks and Recreation (“DPR”).

There are several retail establishments located along 12th Avenue, within close proximity to WHPP. They include Dinosaur Bar–B–Que at West 125th Street, Fairway Market at West 130th Street, Hudson River Café at West 133rd Street, and a highly popular “restaurant row” north of West 135th Street. WHPP is widely recognized as a great community asset and hosts many community-oriented programs and events. The Selected Operator is strongly urged to coordinate with the local community in order to further waterside programming and events.

B. Site Access

WHPP is well served by public transportation: the #1 subway line stops at West 125th Street and Broadway (a 5 - 7 minute walk from WHPP), and numerous bus routes – (M4, M5, M11, M104 and BX15) – connect the area to downtown Manhattan, the Bronx, and several subway lines that stop along 125th Street. (A, C, B, D, 2, 3, 4, 5, and 6). Vehicles can access this location from the Henry Hudson River Parkway (Route 9A). North and southbound ramps are also located at West 133rd Street and St. Clair Place. There is no onsite parking; but, the south end of WHPP has a drop-off lane, which can be used by buses. WHPP is also accessible by bicycle via the Hudson River Bike Path.

C. Description of Berthing Site

The WHPP Berthing Site consists of two components: (a) the Excursion Pier – a berthing platform, approximately 147 linear feet in length and 25 linear feet wide (the “Excursion Pier”), and (b) the Spud Barge – a spud barge approximately 110 feet in length and 34 feet wide. Existing utility services include 20 amp electrical shore power dockside receptacles located on each southern corner of the berthing platform of the Excursion Pier. City light fixtures illuminate the Excursion Pier and Spud Barge. The Selected Operator may use the available electric

power, the costs of which shall be paid for solely by the Selected Operator, including, without limitation, installation of sub-meters, if necessary. There is no water service at WHPP. There are no existing restroom facilities at WHPP, and there is currently no option to install restroom facilities. New restrooms will be installed in close proximity of WHPP as part of NYCEDC's streetscape improvements. Project is expected to begin construction in 2012. The Selected Operator shall pay for any and all utility costs associated with the operation of Excursion Pier and Spud Barge, including, without limitation, any electric or sewage charges.

Vessels may dock on both the eastern and western sides of the Excursion Pier, which can accommodate two standard 130 feet long x 24 feet wide mono-hull yacht-type excursion vessels at a water depth of approximately 15 feet Mean Low Water ("MLW"). A timber fender system surrounds the entire Excursion Pier, with the western side possessing a shock absorption system to accommodate a larger docking force than the opposing eastern side. A railing with gates at specific, fixed locations surrounds the entire platform of the Excursion Pier. The Spud Barge contains two bowloader slips with adjustable ramps, one on the north side and one on the south side. The Spud Barge can accommodate two bowloading water taxis.

West Harlem Piers Park	
Berthing Site	
Berthing Platform	147LF X 25LF
Spud Barge	110LF X 34LF
Water Depth (MLW)	
17FT	
Utilities	<ul style="list-style-type: none"> • Access to 20 amp electrical shore power • Access to sub-meter • Arrange for own water and sewer services at Selected Operator cost • Currently no restrooms
Parking	<ul style="list-style-type: none"> • Arrange for own parking
Types of Uses	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessels, yacht berthing and operations • Passenger embark/debark • Community engagement

2. PIER 36

A. Location and Description

Pier 36 ("Pier 36") is located along the East River in the Lower East Side of Manhattan just north of the Manhattan Bridge. Pier 36 is bounded by South Street/FDR Drive to the north, the East River to the south, Pier 35 to the west and Pier 42 to the east. The pier deck supports a one-story 162 foot wide by 1,000 foot long block and masonry building and two smaller buildings with approximate dimensions of 65 feet in width and 100 feet in length. The western portion of the building is used by the New York City Department of Sanitation and the eastern portion contains Basketball City, a seven-court, 65,000 SF recreational facility. The eastern end of the pier is used by the New York City Department of Transportation. Pier 36 is bordered by Pier 35 to the west, which will be redeveloped as a public waterfront park. The project is currently under

construction. Pier 36 is bounded by pier 42 to the east, which will also be redeveloped as the southern extension of the East River Esplanade.

B. Site Access

Pier 36 is easily accessible by vehicle from the FDR Drive as well as South Street. The Williamsburg, Manhattan and Brooklyn Bridges are also accessible from the site. Pier 36 is served by the M15 bus via South Street. The East Broadway station of the F train is several blocks from the site. From the water, Pier 36 offers easy access to other passenger marine landing facilities such as Pier 81, Chelsea Piers, South Street Seaport, and Battery Park. The site is located adjacent to the East River Esplanade and is accessible by bicycle.

C. Description of Berthing Site

Constructed in 1963, Pier 36 is approximately 1,300 feet long and 340 feet wide. Of this, approximately 1,300 linear feet of berthing space along the southern edge of the pier is available for operations. The northern end of the pier is supported on a variety of earth retaining structures (timber relieving platform, granite block seawall and concrete bulkhead). The pier’s fender system consists of large diameter timber fender piles along the southern sides of the pier, typically spaced 10 feet on center. Three timber wales spaced at 46 inches are located between each pile. A 12 inch by 12 inch extruded rubber fender is located behind each fender pile to protect the concrete pier and absorb berthing energy. Water depth alongside the pier is 24ft MLW.

D. Special Considerations

The surface of Pier 36, between the building structure and the Berthing Site, is open space and cannot be closed to the public. See Exhibit A-2 for more details. In addition, approximately 30,000sf of upland pier is fenced off and used as a storage facility for the City Department of Transportation (“CDOT”) trucks. Pier 36 is suitable for special type of cargoes such as heavy lift. However, Selected Operator must consider CDOT Size and Weight Restriction Guidelines (<http://www.nyc.gov/html/dot/html/motorist/sizewt.shtml>) for truck access to the pier to accommodate such cargoes.

Pier 36	
Berthing Site	1300LF
Water Depth (MLW)	24FT
Load Bearing	<ul style="list-style-type: none"> • H-piles • 600 pounds per square foot
Utilities	<ul style="list-style-type: none"> • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost
Parking	<ul style="list-style-type: none"> • Arrange for own parking
Types of Uses	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel, yacht berthing and operations • Passenger embark/debark • Heavy lift cargoes

3. SKYPORT MARINA

A. Location and Description

The Skyport facility, comprising a four-story parking garage, two surface parking lots, a gas station, a marina and a seaplane dock (collectively referred to as “Skyport”), is located on the East River between the northern portion of the Avenue C Loop and East 23rd Street, east of Avenue C in the Borough of Manhattan, City and State of New York. Skyport is bordered by Waterside Plaza and the United Nations International School to the north, Bellevue Hospital Center, Hunter College Brookdale Health Sciences Campus, VA Medical Center, Peter Cooper Village and Stuyvesant Town to the west and Stuyvesant Cove Park to the southeast.

Only the marina and seaplane dock (collectively, the “Marina”) are the subject of this RFP. However, the Selected Operator is encouraged to coordinate with the Skyport parking operator to explore opportunities to coordinate operations. There is believed to be a fuel line from the Marina to the gas station. The Selected Operator is encouraged to explore the viability of reactivating and operating this gas line connection as part of their operations.

B. Site Access

The entrance to Skyport (and the Marina) is located at the end of 23rd Street. The Skyport is easily accessible by car from the FDR Drive, East 23rd Street or Avenue C. Skyport provides access to both the northbound and southbound FDR Drive as well as crosstown on East 23rd Street. Skyport is also accessible via bike from the East River Bikeway.

C. Description of Berthing Site

The Skyport Marina Berthing Site is located on the northernmost portion of the Skyport facility. The entire Marina is available for berthing. The Marina can be accessed from East 23rd Street. The Marina is a protected body of water approximately 500 feet long by 300 feet wide (150,000 sq feet) with approximately 1950 linear feet of berthing space available along the edges of five floating docks and one fixed concrete pier (as more specifically described in [Exhibit A-3](#)). A small floating seaplane dock is located on the westernmost portion of the Marina, extending slightly into the East River. The Selected Operator will be required to manage the seaplane dock, which is used from time to time, primarily during the summer months. An indoor office space and passenger waiting area, both available for use by the Selected Operator, are located within the ground floor of the adjacent parking garage structure at the entrance to the Marina. Electrical connection may be arranged on the docks, however, information regarding their current condition cannot be provided.

Skyport Marina	
Berthing Site	1950LF
Water Depth (MLW)	10-24FT
Utilities	<ul style="list-style-type: none">• Limited utility services• Arrange for own utilities• Restrooms available inside the adjacent parking garage
Parking	<ul style="list-style-type: none">• Arrange for own parking
Types of Uses	<ul style="list-style-type: none">• Excursion, ferry, historic, recreational vessel , yacht berthing and operations• Passenger embark/debark• Seaplane docking

4. ATLANTIC BASIN

Operations at Piers 11 and 12 are subject and subordinate to the underlying lease between the Port Authority of New York and New Jersey, as owner/lessor, and NYCEDC, as lessee, made as of December 23, 2004 (Lease No. BP-304), as Amended and Restated as of January 1, 2009 (Lease No. BP-311) covering Piers 11 and 12 and certain portions of the Atlantic Basin. Apple provides facilities management services for Piers 11 and 12 pursuant to a separate agreement between NYCEDC and Apple.

A. Location and Description

The Atlantic Basin is a unique, protected body of water located in the westernmost portion of Red Hook, Brooklyn. The Atlantic Basin is formed by Brooklyn Piers 10, 11 and 12 and sits on the Buttermilk Channel in the Upper New York Bay across from Governors Island. The Atlantic Basin Berthing Site is bordered by Buttermilk Channel to the west, Imlay Street to the east, Red Hook Container Terminal to the north and the Brooklyn Cruise Terminal to the south.

B. Site Access

The Atlantic Basin is accessible by vehicle from the Brooklyn Battery Tunnel (I-478) and the Brooklyn-Queens Expressway (I-278). Atlantic Basin is served by the B61 bus along Van Brunt Street, the B77 bus at the Dikeman and Conover Streets stops, and the B71 bus which serves nearby Van Brunt and Union Streets. Vessel access to Atlantic Basin from the Buttermilk Channel between an approximately 250-foot wide entrance between Brooklyn Piers 10 and 12.

C. Description of Berthing Site

The Atlantic Basin consists of approximately 748,000 square feet of water area, of which approximately 600,000 square feet is available for in-water operations (including internal circulation), given the security zone restrictions around the Brooklyn Cruise Terminal located at Pier 12. The vessel berthing location depths range from 15 feet to 24 feet at Mean Low Water. Vessels that draw more than 14 feet are not allowed in the Atlantic Basin for navigational safety reasons (See Bathymetric Survey in the Sites Information File).

Berthing is available in the Atlantic Basin along a portion of Pier 11 and a portion of Pier 12 as more specifically described below and in Exhibit A-4.

The Pier 11 Berthing Site consists of approximately 1420 uninterrupted feet of berthing apron located on the southern half Pier 11. Access to the Pier 11 Berthing Site is available at the gate located at the southern end of shed located on Pier 11, approximately where Pioneer and Conover Streets meet. The Pier 11 Berthing Site currently has no utility services (electricity, sewer, water, gas or telephone). The Selected Operator, at its own expense, may obtain its own utility services or provide portable utilities at the Pier 11 Berthing Site.

The Pier 12 Berthing Site is comprised of approximately 500 linear feet long apron on the east side of Pier 12. Approximately 660 linear feet of berthing space is also available along the Clinton Wharf/Pier 12 apron. The Pier 12 Berthing Site has limited utility services. The Brooklyn Cruise Terminal occupies the bulk of Pier 12 and has access to 220/110 volt electricity via a step-down connection and water is available through water hydrants. Connections to these utilities may be arranged through sub-metering at the sole cost of the Selected Operator. No other utilities are available.

D. Special Considerations

When responding to this RFP, perspective respondents should note that the Pier 12 Berthing Site will not be accessible during days/times when cruise vessels are docked at the Brooklyn Cruise Terminal at Pier 12 (“Cruise Days”). The Selected Operator must undertake and follow all required security measures for entry into the Atlantic Basin, including, but not limited to, United States Coast Guard requirements.

The Selected Operator may have access to up to five parking spaces in the upland parking area located near Pier 11 as indicated in Exhibit A-4 to use in connection with providing the Berthing Services. In addition, on days that there is no activity at the Brooklyn Cruise Terminal, the Selected Operator may be able to utilize the parking lot at the Brooklyn Cruise Terminal subject to obtaining prior agreement from Apple and the parking lot operator.

Respondents to this RFP must consider other existing and proposed users of the upland portion and in-water space at Piers 11 and 12 as well as neighboring berth areas. Other users (“Other Users”) include, without limitation as to future, additional users: cruise vessels at the Brooklyn Cruise Terminal at Pier 12, Phoenix Beverages and commercial vessels at the north end of Pier 11 (See Figure 2), and the Red Hook Container Terminal at Pier 10. The Pier 12 Berthing Site is accessible through the Brooklyn Cruise Terminal Security Gate at Pioneer Street. This portion of the Pier 12 Berthing Site is a Marine Transportation Security Act facility and, as such, requires a Transportation Workers Identification Card in order to access

The Selected Operator must undertake all security measures required to access the Atlantic Basin Berthing Sites. The Selected Operator must coordinate all movements through the opening between Piers 10 and 12 with the United States Coast Guard Vessel Traffic System. Security restrictions also affect the area at the southern end of Pier 11, which is used for truck screening, when a cruise ship is at the Brooklyn Cruise Terminal. Only pre-approved authorized personnel will be allowed to enter the Pier 11 Berthing Site during Cruise Days and no vehicular access will be allowed at Pier 12 during Cruise Days. The anticipated Cruise Schedule for the year 2012 is periodically updated on <http://www.nycruise.com/scheduleNYC.html>.

Atlantic Basin	
Berthing Site	
Pier 11	1420 LF
Pier 12	500LF
Water Depth (MLW)	
15-24FT	
Utilities	<ul style="list-style-type: none"> • No utility services available on Pier 11 • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost on Pier 11 • Access to 220/110 volt electricity via a step-down connection on Pier 12 • Access to water through water hydrants on Pier 12 • Arrange sub-metering at Selected Operator cost on Pier 12 • Arrange for other utility services at Selected Operator cost on Pier 12
Parking	<ul style="list-style-type: none"> • Access to up to five free parking spaces in the

	<ul style="list-style-type: none"> upland parking area by Pier 11 • Arrange for additional parking with parking lot operator
Types of Uses	<ul style="list-style-type: none"> • Excursion, ferry, historic, cultural, recreational vessel, yacht berthing and operations • Passenger embark/debark • Community engagement • Tug and Barge

5. BROOKLYN ARMY TERMINAL PIER 4

The City, acting by and through DSBS, is the fee owner of Brooklyn Army Terminal, including Pier 4 located thereat (collectively referred to as “BAT”) in the Borough of Brooklyn, pursuant to a lease, dated as of February 1, 1986, between the City, as landlord, and NYCEDC, as tenant, covering BAT (the “City Lease”). Operations at BAT are subject and subordinate to the City Lease. Apple provides facilities management services for BAT pursuant to a separate agreement between NYCEDC and Apple.

A. Location and Description

Originally commissioned by the federal government in March of 1918 to serve as a military depot and supply base, BAT is a massive five million square-foot terminal complex that was completed in September of 1919. Today, BAT functions as an around-the-clock industrial warehouse and commercial complex with over three million square feet of working space that is home to approximately 70 tenants and more than 2,500 employees working in industries ranging from biotechnology to textiles. BAT is located at 140 58th Street, in the Brooklyn neighborhood of Sunset Park and is bounded by the Upper New York Bay to the west, 58th Street to the north, 2nd Avenue to the east and 65th Street to the south. There are many restaurants, banking, retail stores and recreational facilities located in the adjacent neighborhood.

B. Site Access

BAT is less than a 20-minute drive from Manhattan via either the Brooklyn Bridge or the Brooklyn Battery Tunnel and is also located in close proximity to the Gowanus Expressway (I-278). BAT is well served by public transportation. It is accessible via the N and R lines to 59th Street and Fourth Avenue in Brooklyn and by the B9, B11, and B37 bus lines.

C. Description of Berthing Site

The available Pier 4 Berthing Site is located immediately behind the terminal building. The Pier 4 Berthing Site comprises (a) a concrete high-level platform approximately 150 feet wide by 1,285 feet long along the entirety of the south side of Pier 14 and (b) a spud barge approximately 34 feet wide by 108 feet long. See Exhibit A-5.

Pier 4 is fitted with a timber fender system along portions of the south sides. An independent timber fender panel is located along the south side of the pier between Bents 4 and 6. The fender piles are attached to the edge of the pier deck between timber chocks. The system is also constructed with a low water wale and chock arrangement. The pier deck is fitted with architectural aluminum rails, concrete barriers (“Jersey” barriers), access ladders, and mooring cleats.

The steel spud barge is located on the landside of Pier 4 and has a bowloader located on the western side and a sideloader on the southern side. The spud barge is fitted with fenders, rails, gangways, and ramps, and although there are no adjustable loading ramps, it can serve as a floating dock. In the past, it has accommodated water taxis and side-loading excursion vessels.

Please refer to the Site Investigation File for more information on the Pier structure.

Pier 4 currently serves three primary public functions: (1) recreational activities such as fishing or sunbathing (located at the northern edge), (2) berthing operations (southern edge), and (3) vehicular parking (throughout Pier 4) total of 350 spaces. Pier 4 can be accessed from 58th Street.

D. Special Considerations

The Selected Operator will be provided non-exclusive use of parking spaces located on Pier 4 in connection with the Berthing Services.

BAT Pier 4	
Berthing Site	
Southern Edge of Pier	1285LF
Spud Barge	34LF X 108LF
Water Depth (MLW) 24FT	
Utilities	<ul style="list-style-type: none"> • No utility services available • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost
Parking	<ul style="list-style-type: none"> • Non-exclusive use of parking spaces located on the pier in connection with berthing operations.
Types of Uses	<ul style="list-style-type: none"> • Excursion, ferry, historic, cultural, recreational vessel berthing and operations • Passenger embark/debark • Tug and barge • Heavy lift • Pump-out

6. STUYVESANT COVE MOORING LOCATION (OPTIONAL)

As part of this RFP, Apple is also considering proposals for certain lands under water in the Stuyvesant Cove area, as seen in Exhibit A-6. The area, which is approximately 60,000 square feet of navigable water, is ideal for vessel mooring. Depth in the Stuyvesant Cove mooring location ranges from 18 feet MLW to 24 feet MLW. There is no land access from the Mooring Location. Stuyvesant Cove is located just south of the Skyport Marina, on the east side of Manhattan, approximately along East 20th and East 15th Streets and the Stuyvesant Cove Park.

7. HOMEPORT

A. Location and Description

The Homeport facility (“Homeport”) is located in the Upper New York Bay on the eastern shore of Staten Island between the St. George Ferry Terminal, Staten Island’s primary transportation and home of the Staten Island Ferry, and the Verrazano Narrows Bridge, which connects Staten Island to Brooklyn. Homeport, a 35-acre decommissioned U.S. Naval Base, is bounded on the west by Front Street and located immediately adjacent to the historic Stapleton neighborhood, a traditional commercial center of downtown Staten Island. Originally a United States Naval Station, a first phase of redevelopment of Homeport is underway and will transform 7-acres into approximately 900 units of rental housing and 30,000 square feet of retail. The City plans to invest \$33 million for road improvements and the first stretch of a waterfront esplanade. In addition, the Staten Island Borough President has committed \$1 million in improvements to the adjacent MTA Staten Island Railway (SIR) Stapleton station. See [Exhibit A-7](#) for a site map.

B. Site Access

Homeport is less than two miles from I-278, providing direct access to Interstate 95 as well as the region’s three airports (JFK, LaGuardia and Newark Airports). Homeport can also be accessed by the MTA Staten Island Railway at the Stapleton Station. As well as the 51, 74, 76, 81 and 86 bus lines.

C. Description of Berthing Site

The Homeport Berthing Site was originally constructed in 1991 for the berthing of United States Navy vessels. Available for berthing is approximately 1,410 linear feet in length on the north side and approximately 1,000 linear feet is length on the south side. Homeport pier has a load bearing capacity of 750 pounds per square foot. The berthing space is dredged to 36 feet below MLW along its southern edge and between 31 and 45 feet below MLW along its northern side. The surface of the deck is approximately 13 feet above MLW. Homeport has a concrete deck and is supported by concrete piles. Homeport pier has full utility services including a potable water main, salt water main, oily waste main, sewage main, steam main, electrical, telephone, fire and alarm systems, and lighting. Connections to these utilities may be arranged through sub-metering at the sole cost of the Selected Operator. No other utilities are available.

D. Special Considerations

Full utility services makes Homeport an ideal location for vessel servicing, including graywater, bilgewater and blackwater pump-out operations. Beginning in 2013, under EPA’s Vessel General Permit (“VGP”), no treated or untreated discharges will be allowed in the New York Harbor. While some vessels were already regulated under the VGP, the new regulation expands coverage to commercial harborcraft, opening up a water pump-out market for 220 tugboats/towboats. Any pump-out related activities including, without limitation, the scope of operations and fee schedule must be approved by Apple prior to commencement.

Homeport Pier	
Berthing Site	
Northern Pier	1410LF
Southern Pier	1000LF
Water Depth (MLW)	31-45FT
Load Bearing	• 750 pounds per square foot

Utilities	<ul style="list-style-type: none"> • Full utility services including a potable water main, salt water main, oily waste main, sewage main, steam main, electrical, telephone, fire and alarm systems, and lighting • Arrange for sub-metering to the above utility services
Parking	Arrange for own parking
Types of Uses	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel overnight berthing • Graywater, blackwater, bilgewater pump-out operations • Light topside vessel repair • Tug and barge • Heavy lift • Tie-up

7. OPERATING GUIDELINES, REQUIREMENTS AND COMPONENTS

General

The Selected Operator will be expected to bring private-sector expertise to their operation of the Berth Sites and will be responsible for operating, maintaining and administering third-party berthing activity at the Berthing Sites in a first class manner and in compliance with all applicable laws, rules and regulations.

Operations Plan

Respondents should submit a detailed operational plan for the Berthing Sites including, but not limited to: **(a)** hours of operation, **(b)** staffing plans, **(c)** safety and security plans, **(d)** marketing plans, **(e)** programming plans (e.g., and if applicable, the number, type and size of anticipated vessels, the number of transient and/or annual slips, excursion, historic, cultural vessels, charter, tie-up etc., the estimated over-water coverage and types of ancillary services), **(f)** a detailed list of all proposed fees and prices (e.g. dockage and wharfage and ancillary service fees) and **(g)** plans and schedules for maintenance, garbage and snow removal, and cleaning. The Selected Operator's operations plan shall be subject to Apple's approval prior to implementation. The Selected Operator's operations plan shall be subject to Apple's approval prior to implementation. The Selected Operator is expected to accommodate existing, as well as create new demand for Berthing Services (as further described below) at the Berthing Sites.

Berthing Services

Past and current vessel related uses of the Berthing Sites include, but are not limited to: public education and environmental programs, maritime harbor events, events related to vessels of historic or cultural significance, tugs and barge tie-up, dinner cruises, river and harbor tours, and private chartered events. Apple or its designee reserves the right to pre-approve all new uses and/or vessel berthings at the Berthing Sites at its sole discretion; such approval will not be unreasonably withheld, conditioned or delayed.

Apple will also entertain proposals for a wide range of ancillary services at the Berthing Sites including, but not limited to, moorings, boat storage, dock rentals, hauling, heavy lift, pump-out, utilities, garbage pickup, vessel repair, boat and equipment rental and sales, charter services. Apple will also entertain proposals for the installation and use of slips by the Selected Operator.

Capital Improvements

Subject to Apple's (or, if applicable, the City's) prior written approval, the Selected Operator may make certain additions, repairs and replacements to/of structural components to the Berthing Sites, such as fendering, piles, and ramps (collectively, "Capital Improvements"), the cost of which shall be reimbursed over the remaining term of the Operating Agreement(s) as a lump sum, one-time payment from monthly Operating Revenues (as hereinafter defined) or pursuant to monthly installments, as further described in Section 7 Operator's Compensation hereto. If modifications or additions to the existing facilities are deemed necessary by Selected Operator to provide certain Berthing Services at the Berthing Sites, such modifications or additions shall be made by the Selected Operator and may be reimbursable from Parking Revenues, subject to Apple's approval. The Selected Operator shall be responsible for obtaining all applicable permits, licenses, and approvals for any such modifications and/or additions.

Apple will view favorably proposals that demonstrate intent to make any or all of the following non-exclusive list of encouraged capital improvements and repairs or replacements to the Berthing Sites, if needed:

- bulkhead,
- light fixtures,
- fixed and floating docks,
- dock water and electrical lines and power stanchions
- marina pilings,
- hardware ties, cleats and bollards.
- pump-out
- “cold ironing”
- chandlery food service

Marketing

The Selected Operator shall use best efforts to market berthing and other ancillary service opportunities available at the Berthing Sites as well as opportunities for coordination and collaboration with surrounding the communities and/or in connection with local special events. Apple intends to provide certain assistance with marketing efforts. Any costs incurred due to marketing efforts will be split evenly between the Selected Operator and Apple. Apple will look favorably upon proposals that include a detailed marketing plan.

Parking

In the event that the Selected Operator elects to use the available parking at the Berthing Sites in connection with the Berthing Services, the Selected Operator will be solely responsible for any such related parking operation.

Third Party Berthing/Dockmaster Services

General management of the Berthing Sites, including, but not limited to, administration of third-party berthing activities there at (e.g. the issuing of landing slot licenses or other occupancy agreements and/or the servicing, repair and refueling of vessels) and the administrative tasks associated therewith (e.g. staging, scheduling, obtaining proof of vessel insurance, collecting payment etc.) will be the responsibility of the Selected Operator. Apple shall retain approval rights with respect to all berthing activities at the Berthing Sites. Upon Apple’s written request, the Selected Operator shall be required to provide written updates of all third-party users at the Berthing Sites (not more than quarterly), which such updates shall include proof of insurance, proof of payment for use etc. Selected Operator will be expected to work with Apple to accommodate military/navy vessels during Fleet Week each year (<http://www.fleetweeknewyork.com>).

Vessel Requirements

The vessels and any other equipment or installations to be used at the Berthing Sites shall be subject to Apple’s prior written approval. All vessels shall conform to the existing facilities at the Berthing Sites (unless the necessary capital improvements to accommodate nonconforming vessels have been pre-approved by Apple) and comply with all applicable requirements set forth by the United States Coast Guard (“USCG”), and under the Transportation Security Act of 2002, as amended or restated. All vessels that dock at the Berthing Sites must have current registration and insurance records.

Safety/Security

The Selected Operator shall be responsible, at its sole cost and expense, for all security and safety measures necessary for the operation of Berthing Services. The Selected Operator shall comply with all national safety guidelines and Federal, State, and City laws, rules, and regulations for the operation and maintenance. In addition, the Berthing Sites may require a Facilities Security Plan ("FSP") to operate services that utilize vessels greater than 149 passengers, as required by the Code of Federal Regulations Title 33 Chapter I Part 104. The Selected Operator is responsible for obtaining all permissions and approvals related to the FSP, as well as compliance with any and all conditions, terms and limitations set therein. Notwithstanding, Apple will assist the Selected Operator in processes related to the FSP where practicable. The Selected Operator will also be required to adhere to all United States Coast Guard directives and restrictions during the term of the Operating Agreement, including the implementation of any security measures which may be necessary to meet the United States Coast Guard's three-tiered system of Maritime Security (MARSEC). The Operator shall cause any third-party vessel operators berthing at the Berthing Sites to add the City and Apple as additional insureds in connection with such vessel operator's insurance coverage as well as indemnify the City and Apple for any and all damages or injuries occurring at the Berthing Sites.

Inspection of Operations

Inspectors from Apple, Apple's designee and/or the City may visit the Berthing Sites unannounced to inspect operations and determine whether or not the Selected Operator is in compliance with the terms of the Operating Agreement.

Safe Vessel and Marina Practices

The Selected Operator will be responsible for ensuring safe vessel and safe marina practices at the Berthing Sites and throughout the adjacent waters. This includes ensuring adherence to no-wake zones and making sure that vessels maintain safe speeds when entering and leaving the Berthing Sites. The Selected Operator will be required to post emergency procedures at the Berthing Sites in an area accessible to all vessels. The procedures must include relevant emergency response numbers, including those of the U.S. Coast Guard, NYPD Harbor Patrol, FDNY, Parks Central Communications, and NYS Department of Environmental Conservation Emergency Spills Hotline.

Clean Boating and Marina Practices

The Selected Operator will be responsible for ensuring clean vessel and marina/boatyard practices at the Berthing Sites and throughout the adjacent waters, including enforcing the non-discharge of vessel waste and litter into waters within or adjacent to the Berthing Sites. The Selected Operator will be responsible for complying with all New York State Department of Environmental Conservation and other regulatory requirements related to marina/boatyard operations and vessel maintenance. This includes containment and prevention of all antifouling paints and paint chips as well as any pesticides, fuel, etc. from entering any waters. The Selected Operator will be required to provide Apple with a detailed plan for clean marina/boatyard practices and required to develop an emergency spill response plan. Plans should include use of tarps and containment booms, berming, or covering of all drains near work areas, and other related maintenance and emergency response procedures.

Emergency Plans

The Selected Operator must maintain an emergency plan, which shall be subject to the review and approval of Apple under consultation of the New York City Office of Emergency

Management, for addressing, without limitation: vessel accidents and coastal storms and hurricanes.

Accident/Incident Reporting to Apple

The Selected Operator must immediately notify Apple about major accidents or unusual incidents, including but not limited to injury, death, property damage, fuel spills, theft, or sunken boats, occurring at the Berthing Sites. The Selected Operator must also prepare and provide to Apple operational status reports and reports of major accidents or unusual incidents, on a regular basis and in a format reasonably acceptable to Apple. The Selected Operator shall promptly notify Apple, in writing, of any claim for injury, death, property damage, or theft which may be asserted against Selected Operator with respect to the Berthing Sites. The Selected Operator shall also designate a person to handle all such claims, including all claims for loss or damage pertaining to the operation of the Berthing Sites, and the Selected Operator shall provide Apple with this person's name and address in writing.

Safety

Respondents shall submit their personal or company safety record. Each proposal should include a detailed outline of maintenance schedules and safety precautions required for the operation of the Berthing Sites, as well as staff qualifications and certifications. Respondents should also provide descriptions of the locations and types of facilities they have operated/currently operate and a list of references. The Selected Operator will be required to comply with all national safety guidelines and federal, state and City laws, rules and regulations related to the operation, and maintenance of the Berthing Sites during the term of the Operating Agreement.

Signage and Advertising

The placement, design, and contents of all signage and/or advertising (including fliers, web advertisements etc.) is subject to Apple's prior written approval (and, if applicable, DPR or the Port Authority's approval). The Selected Operator will be prohibited from placing or permitting the placement of advertisements at the Berthing Sites. The display or placement of alcohol or tobacco advertising shall not be permitted. The advertising of alcoholic beverages shall not be permitted within 250 feet of any school, day care center, or house of worship. If Apple allows advertising, the following standards will apply: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11 shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by the Selected Operator upon notice from Apple. In addition, advertising of product brands is strictly prohibited without Apple's prior approval.

Budget and Reporting Requirements

As part of its proposal, Respondent shall submit a detailed pro forma budget setting forth its projected monthly income from and operating expenses at the Berthing Sites. The "final" budget ("Budget") of the Operator(s) for the Berthing Sites shall be subject to review, approval and modification from time to time by Apple. The Selected Operator will be required to submit regular reports of gross receipts from all categories of income and appropriate documentation to support such gross receipts.

Controlling Costs of Operation

The Selected Operator will carefully control and minimize costs and shall obtain the prior written approval of Apple before incurring any expense that is not itemized on or in excess of the amount set forth in the approved Budget (except for direct payroll and expenses related to this payroll and expenses necessitated by an emergency). For the purchase of any supplies, equipment, materials or services in excess of two thousand five hundred dollars (\$2,500.00), the Selected Operator must obtain at least three competitive bids from reputable companies and the prior written consent of Apple. The Selected Operator shall also be responsible for providing itemized receipts/cancelled checks and/or other appropriate documentation to support expense items.

Receipts and Cash Deposits

The Selected Operator shall implement a system of internal controls to monitor income and expenses, which shall be subject to Apple's periodic review, approval and modification.

The Selected Operator shall maintain an accurate and efficient accounting system for receipts. All records pertaining to receipts including, without limitation to sale records, retail sale records, cash register tapes, cashier reports, daily reports, and deposit slips shall be maintained by the Selected Operator for a period of six (6) years from the date of the record and shall be available for examination and audit by the City, Apple, and the New York City Comptroller and their authorized representatives upon two (2) business days' notice. The Selected Operator shall categorize sales receipts based upon mutually agreed upon categories, including cash or credit card sale, location of sale, customer type (e.g. by vessel, etc.); The Selected Operator shall deposit all cash receipts received in the operation of the Berthing Sites in a separate accounts for each operation at a bank specified by or approved by Apple.

Prices, Dockage and Wharfage Fees

All prices, dockage and wharfage fees are subject to Apple's prior approval.

Staff

The Selected Operator shall employ honest, competent and courteous personnel in sufficient number to perform the Berthing Services in a first-class manner and otherwise subject to review and approval from time to time, in accordance with the terms and conditions to be set forth in the Operating Agreement. With respect to each prospective employee, the Selected Operator shall conduct a background investigation prior to hiring him/her. Such personnel shall be employed, disciplined, discharged, promoted, and directed in the performance of their duties solely by Selected Operator. The Selected Operator shall negotiate and obtain any necessary labor agreements covering its employees at the Berthing Sites. Subject to the limitations contained in the relevant collective bargaining agreement, Apple shall have the right to require the removal from the Berthing Sites of any employee whose conduct shall not reasonably satisfy Apple.

Staffing

The Selected Operator will be required to have a sufficient number of staff available at the Berthing Sites during regular operating hours to ensure proper operation of the Berthing Services. Apple reserves the right to require staff to wear uniforms and Apple reserves the right to approve in writing the design and color of any staff uniforms.

Term, Termination, and the Continuation Extension Period

The term of the Operating Agreement shall be for up to five (5) years consisting of an initial term of three (3) years and, at Apple's sole discretion, up to two additional consecutive one (1) year

extension periods may be granted to the Selected Operator; unless earlier terminated or extended in accordance with the provisions of the Operating Agreement. The Operating Agreement may be earlier terminated by Apple (i) upon default of the terms and conditions to be set forth therein and (ii) upon not less than twenty-nine (29) days' prior notice to the Selected Operator for any reason, with or without a default. Apple and/or the City shall have no liability to the Selected Operator by virtue of such termination.

Community Programming and Relations

Apple will view favorably proposals that demonstrate an awareness of the role of the Berthing Sites as an integral part of the surrounding community. As such, Apple will view favorably proposals that include opportunities for community programming, such as: youth outreach programs, special events, educational programming, discounted/free concession services, historic, cultural and educational boats and programs/accommodations for senior citizens and persons with disabilities.

The sites identified in this RFP may require retrofits to accommodate the variety of vessels listed above. The types of retrofits can include, but not be limited to:

- installing additional tie-up hardware, such as fendering, cleats and bollards;
- providing access ladders;
- providing water, electricity, and pump-out capacity;
- floating docks for smaller vessels

Special Events

The Selected Operator may conduct special events or programs at the Berthing Sites, subject to the prior written approval from Apple and any other required entity. All revenue generated through any special event or activity shall be reported to Apple as gross receipts. Apple reserves the right to conduct/permit special events at the Berthing Sites. The dates for any such Apple special events shall be mutually agreed upon by both parties and shall be reserved in writing not less than 30 days in advance.

Equipment

The Selected Operator will be required to provide and maintain all equipment necessary to provide the Berthing Services at the Berthing Sites.

Maintenance

The Selected Operator will be responsible for, at its sole cost and expense, maintaining and operating the Berthing Sites in good and safe condition and in accordance with industry standards. This includes the maintenance and repair of all interior and exterior structures, docks, slips, moorings, pilings, boat launches, building systems, utility systems and connections, sewer systems and connections, if any, equipment, lighting, sidewalks, vaults, gutters, curbs, and fixtures. The Selected Operator must keep all signs and structures in good condition and free of graffiti. The Selected Operator will be responsible for, at its sole cost and expense, clean-up and removal of all waste, garbage, refuse, rubbish, snow and litter from the Berthing Sites and the area within fifty (50) feet of the Berthing Sites. To ensure compliance, the Selected Operator will be required to provide Apple with full and free access to the Berthing Sites.

Utilities

Apple is not responsible for providing utilities at the Berthing Sites and makes no representations regarding the adequacy of utilities currently in place at the Berthing Sites. The

Selected Operator shall be required to connect to and/or upgrade any existing utility service or create a new utility system, and obtain the appropriate permits and approvals as necessary for its proposed operations. The Selected Operator will be required to pay for any and all utility costs connected with the operation of Berthing Services during the term of the Operating Agreement. These utility costs include paying all water and sewer charges that the New York City Department of Environmental Protection assesses for water usage.

Americans with Disabilities Act (“ADA”) Accessibility & Compliance

The Selected Operator shall comply with all New York City, State and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. The Selected Operator is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

Permits, Licenses and Approvals

Prior to commencing any operations under the Operating Agreement, Selected Operator shall obtain or cause to obtain, at its own expense, all applicable permits, licenses, approvals, or authorizations required for such operations, whether Federal, State, or City, and provide copies to Apple. The Selected Operator will be required to operate and occupy the Berthing Sites in accordance with all applicable laws and shall, at its sole cost and expense, obtain from all City, State, and Federal Agencies having jurisdiction all licenses, permits, and approvals that may be required to construct, improve, repair, and operate the Berthing Sites in accordance with applicable law, including, but not limited to, any necessary licenses, permits and approvals from the New York City Department of Buildings (DOB), the New York City Department of Small Business Services (SBS), the Department of Health and Human Services, the New York City Fire Department, the New York City Department of Environmental Protection, and the New York State Department of Environmental Conservation. The Selected Operator shall at all times operate the Berthing Sites in accordance with the provisions of any required licenses or permits.

8. OPERATOR’S COMPENSATION

As compensation for its performance of the services required under the Operating Agreement, the Selected Operator will receive a flat fee (the “Management Fee”) on a monthly basis. In addition, the Selected Operator shall be entitled to receive a percentage of the Net Operating Income that is excess of an Incentive Fee Minimum Threshold (the “Incentive Fee” is to be proposed by the Respondent in the Proposal). For further details and definitions, see Exhibit C-3 Respondents’ Expense Projections.

It is contemplated that the Management Fee and Incentive Fee shall be paid from revenues derived from the Site – i.e. “Berthing Site Revenues” (defined as revenues derived from the “Berthing Services” – vessel berthing and ancillary services at the Berthing Sites) collectively referred to as the “Operating Revenues”. It is contemplated that the Selected Operator shall distribute the Operating Revenues on a monthly basis in the following order of priority:

- (1) Costs of Operation
- (2) Management Fee
- (3) Incentive Fee (See Exhibit D)
- (4) Installment payment in connection with the costs for any Capital Improvements (may also be paid as a lump sum reimbursement, to be determined at Apple’s sole discretion).

(5) Operating Revenues in excess of the amounts (1)-(4) shall be paid to Apple. In the event of a deficiency in any account (1)-(4) above, the deficiency shall be carried forward month to month until paid.

For purposes of determining the Operating Revenue application and Selected Operator's compensation as outline above, the "Cost of Operation" shall include, without limitation, the costs, fees and expenses incurred and actually paid by the Selected Operator in connection with the management, marketing (limited to 50% of total), maintenance, and operation of the Berthing Sites for the following items: payroll of personnel stationed and employed by Selected Operator stationed and employed at the Berthing Sites, payroll taxes, employee benefits of personnel, employee screening, special delivery postage, sweeping and cleaning expenses, insurance premiums and deductibles (deductibles no greater than \$5,000) for the Berthing Sites, costs of third party claim settlements as approved by Apple to the extent that the Selected Operator is entitled to the same and that are not reimbursed by insurance, supplies, uniforms, snow and refuse removal, graffiti removal, fire alarm monitoring, security equipment, telephones and (non-personal) telephone usage, utilities that are not paid directly by Apple; maintenance and repairs; subject to Apple's prior approval, contracts for routine maintenance of dockage and wharfage equipment, sweeping and snow removal equipment, revenue control equipment, lamps and ballasts and any other items regarding the general obligations of the Selected Operator. Please note that certain "Expenses of the Operator" as set forth in Exhibit G are not considered Costs of Operation, and will not be reimbursed from Operating Revenues.

9. PROPOSAL REQUIREMENTS

Each Respondent's proposal must contain the following elements listed below:

A. Proposed Management Fee

B. Proposed Incentive Fee

C. Operations Plan

Respondents should submit a detailed operational plan for the Berthing Sites including, but not limited to: **(a)** hours of operation, **(b)** staffing plans, **(c)** safety and security plans, **(d)** marketing plans, **(e)** programming plans (e.g., and if applicable the number, type and size of anticipated vessels, the number of transient and/or annual slips, excursion, historic, cultural vessels, charter, tie-up etc., the estimated over-water coverage and types of ancillary services), **(f)** a detailed list of all proposed fees and prices (e.g. dockage and wharfage and ancillary service fees) and **(g)** plans and schedules for maintenance, garbage and snow removal, and cleaning. The Selected Operator's operations plan shall be subject to Apple's approval prior to implementation.

D. Operating Experience

Respondents should submit a resume and/or detailed description of the Respondent's professional qualifications, demonstrating extensive experience and record of safety in the industry, including any previous work with Apple, the City, and/or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the proposal.

Respondents should attach a list of at least three (3) recent relevant references, with whom the Respondent has previously worked and/or who can describe such matters as the Respondent's financial, operational and construction capability. Include the name of the reference entity, a description of the nature of the listed reference's experience with the Respondent and the name, title, address, and telephone number of a contact person at the reference entity.

E. Financial Information and Capability

Respondents should include a financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Respondents should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).

Each Proposal should include financial data including pro forma revenue calculation statements for project development and operation, including a statement of assumptions. Each Proposal should also specify sources and uses of funds, a construction budget defining specific hard and soft costs, a description of proposed equity investment and construction and permanent financing, and a description of anticipated cash flow from program and operations. The operating pro forma(s) should cover projected income, operating expenses, capital improvements reserves, and debt service payments for the proposed term.

F. Respondent Description

Respondents submitting a Proposal(s) must demonstrate sufficient financial resources and professional ability to develop and operate the Berthing Site and/or Service Site, in a manner consistent with its Proposal(s). Respondents will be subject to receiving clearance through Apple's Background Investigation; a copy of the form for review is attached in Exhibit I.

Respondents must include a description of the organization's management including:

- a. Intended form and structure of any proposed partnership, joint venture or agent/operating entity acting on behalf of multiple vessel owners.
- b. Organizational chart.
- c. Name, address, telephone number, e-mail address for each member of the management team.
- d. Resume of each key member of the management team, demonstrating success in completing similar projects elsewhere.
- e. Under Local Law 34 of 2007 ("LL 34") each Respondents must also fill out a Doing Business Data Form, attached as Exhibit F.
- f. Demonstrated success at other locations

G. Statement of Agreement

Each Proposal should include a statement signed by an authorized principal or officer of the Respondent that the Respondent has fully read this RFP and the Appendices and agrees to the terms and conditions set forth in this RFP and in the Appendices. For a sample statement, see Appendix G – Statement of Agreement.

10. SELECTION CRITERIA

Apple will evaluate each Proposal according to the criteria listed below. Apple will take into account the information provided in the Proposal, references, and any other information about the Respondent's performance made available to Apple. Proposals that are incomplete or fail to conform to the requirements of this RFP may not be considered. Apple reserves the right to request additional information, site visits, interviews, or presentations.

- a. Quality of Operations Plan (including, without limitation, nature of any proposed capital improvements)
- b. Proposed Management Fee
- c. Proposed Incentive Fee
- d. Management Team's Qualifications and Relevant Experience
- e. Financial Capacity
- f. Experience at other locations

Apple will view favorably proposals that include the following: marketing plan; improvements to the Berthing Sites; creative programming at, and uses of, the Berthing Sites; plans to incorporate a community programming component, such as youth outreach programs, discounted/free services, historic, cultural and educational boats, special programs/accommodations for senior citizens and persons with disabilities; and plans that demonstrate an awareness of the role of the Berthing Sites as an integral part of the surrounding community.

Respondent Due Diligence

It is the Respondent's responsibility to conduct its own due diligence on the Sites.

Sites Information File

Respondents interested in additional information that is not included in this RFP document, may view or pick-up the Sites Information File. The Sites Information File may be picked-up or viewed by appointment in Apple's office at no charge. For more information, please email berthoperatorrpf@nycedc.com or call Tamar Sanodze at (212) 618-5748. Respondents are encouraged to review the Sites Information File prior to submitting a Proposal.

Non-Exclusive Negotiation Period

After review of the Proposals, Apple may elect to proceed to non-exclusively negotiate with one or more of the Respondents as part of the selection process for the award of an Operating Agreement(s) covering the Berthing Sites. Respondents may be asked to comment on a term sheet or a draft Operating Agreement prior to a contract award.

During any such non-exclusive negotiation period, the Respondent(s) will be expected to complete due diligence, including without limitation, any applicable City, State, and/or Federal permitting/approval processes to conduct operations at the Berthing Sites, to the extent feasible. Due diligence items must be prepared at the sole cost and expense of the Respondent. Due diligence expenses are non-refundable and will be considered Expenses of Operator. All work products in connection with Respondent's proposal shall become property of Apple upon submission. One or more proposals may be selected pursuant to RFP to operate one or all of Berthing Sites.

11. CONDITIONS, TERMS AND LIMITATIONS

This RFP and any transaction resulting therefrom are subject to the conditions, terms and limitations set forth in EXHIBIT J.

**EXHIBIT A
LOCATION AND SITE MAPS OF BERTHING SITES**



**EXHIBIT A-1
MAP OF WEST HARLEM PIERS PARK EXCURSION PIER**



West Harlem Piers Park

— Pier

●— Subway Lines

— City Bus Routes

— Major Roads

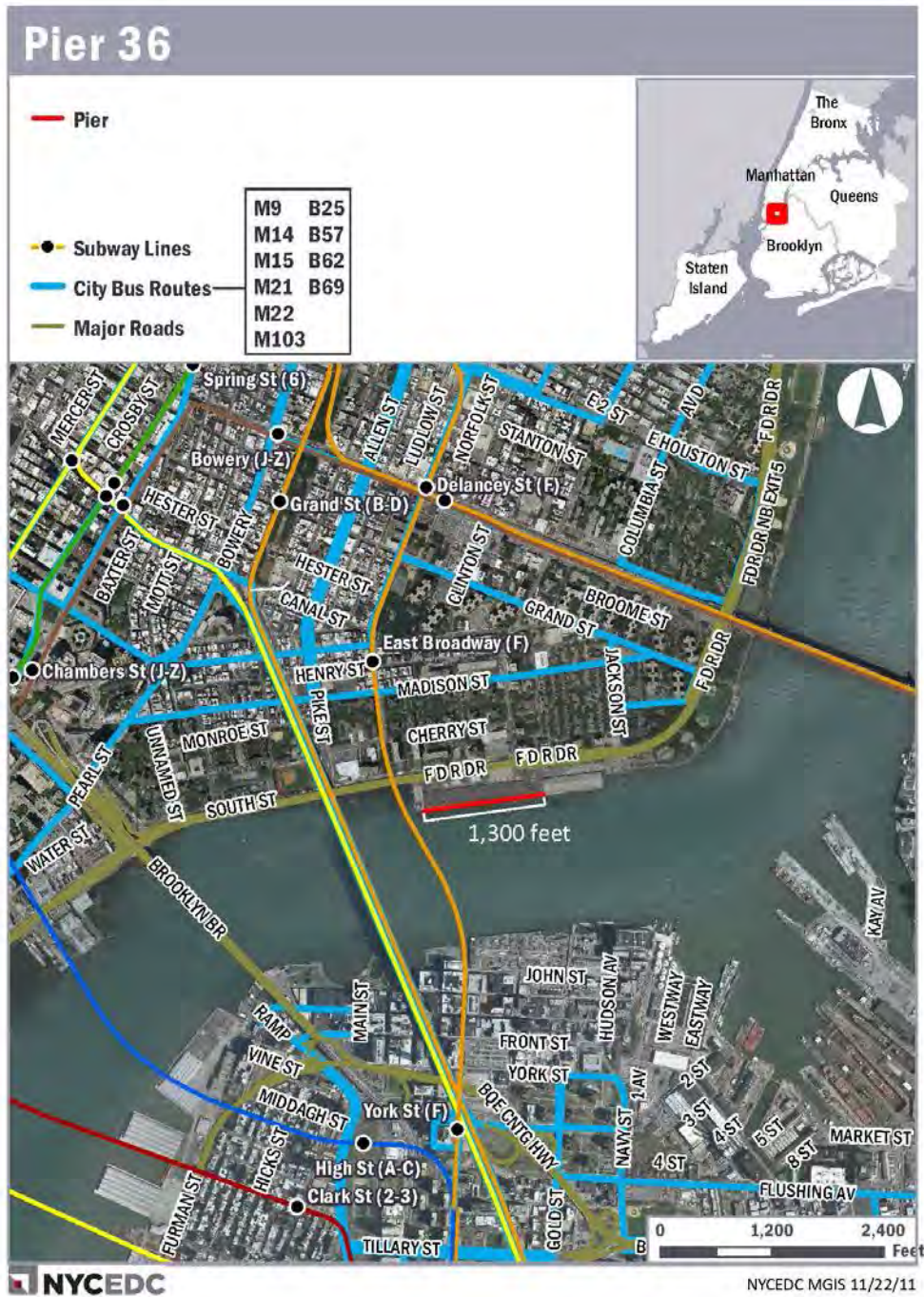
M4
M5
M104
Bx15



NYCEDC

NYCEDC MGIS 11/22/11

EXHIBIT A-2 MAP OF PIER 36



Pier 36

— Pier

— City Bus Routes — **M22**

— Major Roads




NYCEDC


NYCEDC MGIS 11/22/11


EXHIBIT A-3 MAP SKYPORT MARINA

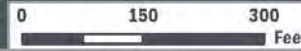


Skyport

 Skyport

 City Bus Routes — **M9**
M16
M23

 Major Roads



 **NYCEDC**

NYCEDC MGIS 11/22/11

EXHIBIT A-4 MAP OF ATLANTIC BASIN



Atlantic Basin

— Pier

— City Bus Routes — **B61**



NYCEDC

NYCEDC MGIS 11/22/11

EXHIBIT A-5 MAP OF BROOKLYN ARMY TERMINAL PIER 4



Brooklyn Army Terminal - Pier 4

— Pier

— City Bus Routes — **B11**



NYCEDC

NYCEDC MGIS 11/21/11

EXHIBIT A-6 MAP OF STUYVESANT COVE

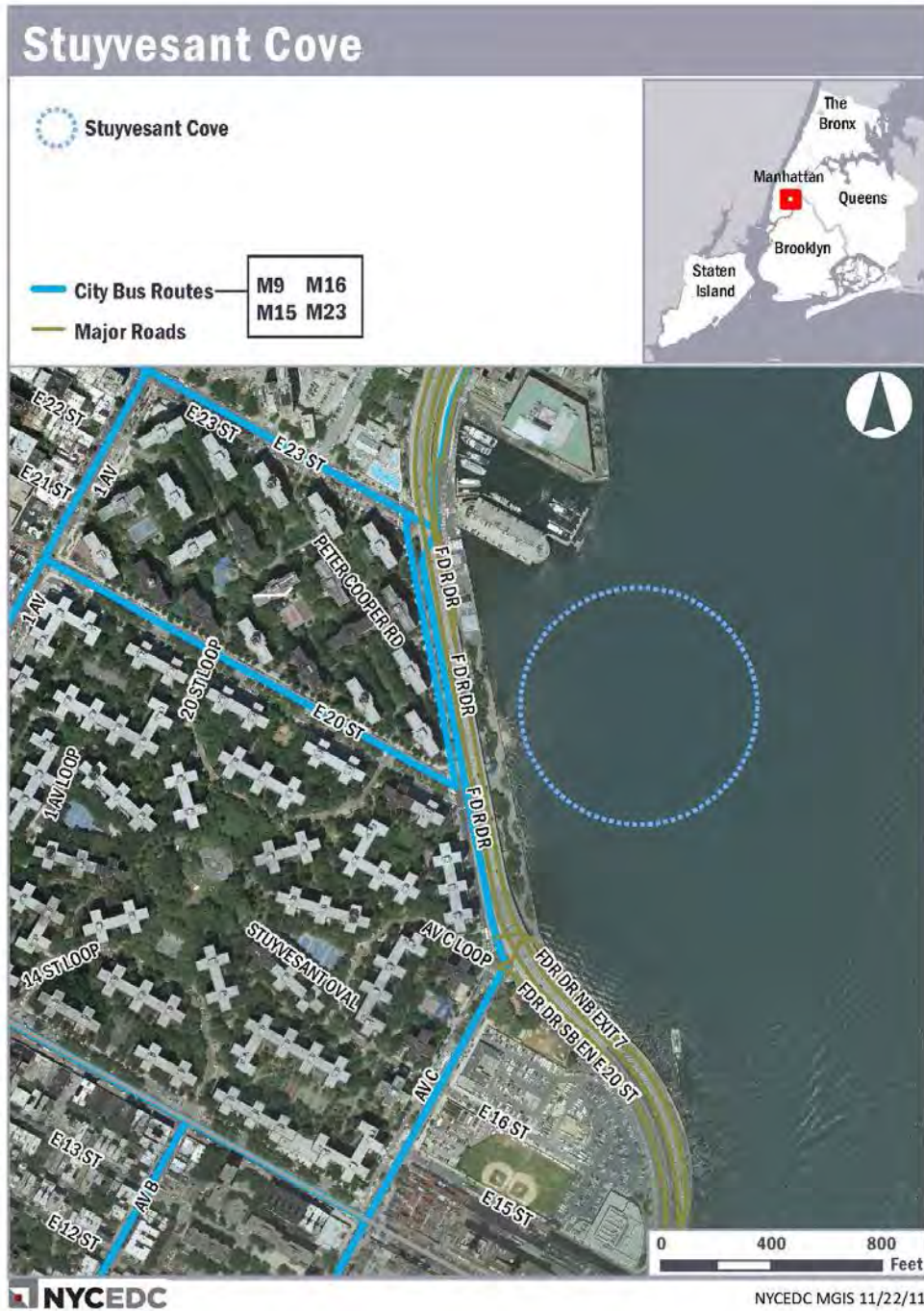
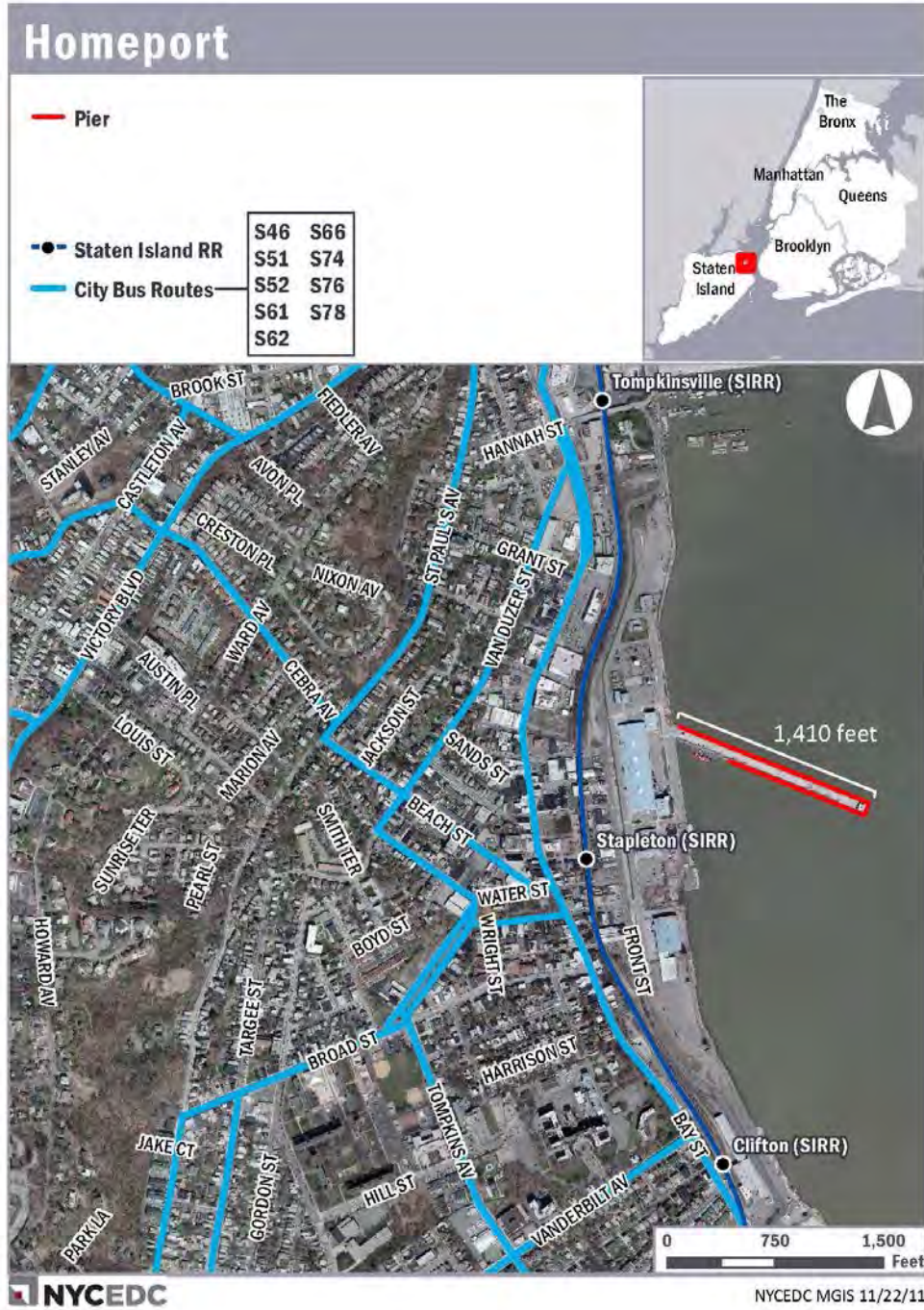


EXHIBIT A-7 MAP OF HOMEPORT PIER



Homeport

— Pier

●— Staten Island RR



NYCEDC

NYCEDC MGIS 11/22/11

**EXHIBIT B
SUMMARY OF SITE SPECIFICATIONS**

Site		Berthing Size	Water Depth (MLW)	Utilities	Parking	Types of Uses															
West Harlem Piers Park	Berthing Platform	147LF X 25LF	17FT	<ul style="list-style-type: none"> • Access to 20 amp electrical shore power • Access to sub-meter • Arrange for own water and sewer services at Selected Operator cost 	<ul style="list-style-type: none"> • Arrange for own parking 	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel , yacht berthing and operations • Passenger embark/debark • Community engagement 															
	Spud Barge	110LF X 34LF	17FT				Atlantic Basin	Pier 11	1420LF	15FT-24FT	<ul style="list-style-type: none"> • No utility services available • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost 	<ul style="list-style-type: none"> • Access to up to five free parking spaces in the upland parking area by Pier 11 • Arrange for additional parking with parking lot operator 	<ul style="list-style-type: none"> • Excursion, ferry, historic, cultural, recreational vessel , yacht berthing and operations • Passenger embark/debark • Community engagement • Tug and Barge 	Pier 12	500LF	15FT-24FT	<ul style="list-style-type: none"> • Access to 220/110 volt electricity via a step-down connection • Access to water through water hydrants • Arrange sub-metering at the sole cost of the Selected Operator • Arrange for other utility services at Selected Operator cost 	<ul style="list-style-type: none"> • Arrange for additional parking with parking lot operator 	Pier 36	Berthing Pier	1300LF
Atlantic Basin	Pier 11	1420LF	15FT-24FT	<ul style="list-style-type: none"> • No utility services available • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost 	<ul style="list-style-type: none"> • Access to up to five free parking spaces in the upland parking area by Pier 11 • Arrange for additional parking with parking lot operator 	<ul style="list-style-type: none"> • Excursion, ferry, historic, cultural, recreational vessel , yacht berthing and operations • Passenger embark/debark • Community engagement • Tug and Barge 															
	Pier 12	500LF	15FT-24FT	<ul style="list-style-type: none"> • Access to 220/110 volt electricity via a step-down connection • Access to water through water hydrants • Arrange sub-metering at the sole cost of the Selected Operator • Arrange for other utility services at Selected Operator cost 	<ul style="list-style-type: none"> • Arrange for additional parking with parking lot operator 		Pier 36	Berthing Pier	1300LF	24FT	<ul style="list-style-type: none"> • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost 	<ul style="list-style-type: none"> • Arrange for own parking 	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel , yacht berthing and operations • Passenger embark/debark • Heavy lift cargoes 								
Pier 36	Berthing Pier	1300LF	24FT	<ul style="list-style-type: none"> • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost 	<ul style="list-style-type: none"> • Arrange for own parking 	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel , yacht berthing and operations • Passenger embark/debark • Heavy lift cargoes 															

BAT Pier 4	Southern Edge of Pier	1285LF	24FT	<ul style="list-style-type: none"> • No utility services available • Arrange for own water, sewer, electricity and garbage services at Selected Operator cost 	<ul style="list-style-type: none"> • Non-exclusive use of parking spaces located on the pier in connection with berthing operations. 	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel berthing and operations • Passenger embark/debark • Tug and barge • Heavy lift • Pump-out
	Spud Barge	34FT X 108LF	24FT			
Homeport Pier	Northern Pier	1410LF	31FT-45FT	<ul style="list-style-type: none"> • Full utility services including a potable water main, salt water main, oily waste main, sewage main, steam main, electrical, telephone, fire and alarm systems, and lighting • Arrange for sub-metering to the above utility services 	<ul style="list-style-type: none"> • Arrange for own parking 	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel overnight berthing • Graywater, blackwater, bilgewater pump-out operations • Light topside vessel repair • Tug and barge • Heavy lift • Tie-up
	Southern Pier	1000LF	31FT-45FT			
Skyport Marina		1950LF	10-24FT	<ul style="list-style-type: none"> • Limited utility services • Arrange for own utilities • Restrooms available inside the adjacent parking garage 	<ul style="list-style-type: none"> • Arrange for own parking 	<ul style="list-style-type: none"> • Excursion, ferry, historic, recreational vessel berthing and operations • Passenger embark/debark • Seaplane docking

EXHIBIT C
FORMAT FOR RESPONDENT'S PROPOSAL

1. Letter of Introduction. Respondent should provide a letter of introduction that includes the following:
 - a. Statement to the effect that the Proposal is a firm offer for a minimum period of ninety (90) days
 - b. Signature by an officer authorized to bind the Respondent

2. Company Information. Respondent should include the following:
 - a. Company name and location(s) of business
 - b. Name, address, telephone number(s), facsimile number and e-mail address of the contact person(s) with authority to negotiate and contractually bind the respondent during the period of the Proposal evaluation
 - c. Description of the respondent's organization including, without limitation, a list of directors, officers, members, partners and shareholders, as applicable.
 - d. Number of years in business (minimum of 5 years of berthing site/ marina management experience is required)
 - e. Description of all subsidiaries and affiliates
 - f. Number of on-site personnel located in New York City

3. Berthing Site Experience: Respondent should include the following:
 - a. List of berthing facilities operated currently (or within last 5 yrs.).
 - b. Detail/description of experience in last five years in operating berthing facilities and providing Berthing Services highlighting specific experience providing Berthing Services that are similar e to the ones described in this RFP.

4. Service Proposal. Respondent should include the following:
 - a. The Respondent should provide a clear operational statement or plan of your approach to the services that clearly demonstrates understanding of the Berthing Service required for the Berthing Sites.
 - b. A proposed schedule of all amounts of fees as proposed by the Respondent [recommended but not required to be submitted with the Proposal].

5. Staffing, Wages and Schedules. Respondent should include the following:
 - a. Staffing schedule including wage and fringe benefit rates.

6. Expense Projection. Respondent should include the following:
 - a. Monthly operating expense projection for the Berthing Sites. Include assumptions for operating costs, insurance, and management fees. See Exhibit D for expense projections format. Please note that expenses of the Respondent associated with activities and personnel not situated at the Berthing Sites are not to be included (see Exhibit G for more detail).

7. Financial Statements. Respondent should include the following:
 - a. Two years' financial statements, PLUS EVIDENCE OF PAYMENT OF ALL APPLICABLE TAXES FOR BERTHING SITES LOTS MANAGED IN NYC (i.e., tax returns for such Berthing Sites, to the extent there are any)

8. Respondent's Compensation. Respondent should include the following (See Exhibit D)
 - a. Amount of Respondent's base compensation (Management Fee)
 - b. Respondent's proposed Incentive Fee: “___% of annual Net Operating Income in excess of \$_____”
9. Completed Doing Business Data form (see Exhibit F)

**EXHIBIT D
EXPENSE PROJECTION FORMAT**

Month 1 Month 2 Month 3 Month 12

Revenues

Gross Revenue
Less Sales Tax
Total Revenue

Expenses

Payroll & related
Insurance
Supplies & Uniforms
Miscellaneous Administrative
Licenses and Permits
Repairs & Maintenance
Lease or Purchase of Equipment (including docking/berthing equipment, etc. if applicable)
Snow/Ice Removal
Landscaping
Other (Identify)
Total Expenses

Management Fee

Net Before Incentive Fee (Total Revenue – Total Expenses)

Incentive Fee

“Net Operating Surplus” (Net Before Incentive Fee – Incentive Fee)

1. In determining the Incentive Fee, the Percent and the amount of the Incentive Fee Minimum Threshold are proposed by the Respondent/Operator and determined through the RFP negotiated process. Therefore, the Incentive Fee shall be calculated as a percent of an amount that is equivalent to: (i) the immediately preceding Year's total Net Operating Income that is in excess of (ii) the Incentive Fee Minimum Threshold:

Incentive Fee: [_____] (___ %) Percent of the annual Net Operating Income in excess of the Incentive Fee Minimum Threshold of [_____] Dollars (\$_____)

THE ABOVE BLANKS, INCLUDING THE AMOUNT OF THE PERCENT AND THE INCENTIVE FEE MINIMUM THRESHOLD, ARE TO BE FILLED IN BY THE RESPONDENT AS PART OF THE PROPOSAL SUBMISSION

2. For purposes of this RFP, Net Operating Income means, for any period of time, Operating Revenues for such period minus both: (i) the Costs of Operation for such period and (ii) the Management Fee for such period. See Section 7. Operator's Compensation of this RFP.

EXHIBIT E
DOING BUSINESS DATA FORM

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, **Respondents responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal submission.** If the responding Respondent is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form. If it is determined that a Respondent has failed to submit a Data Form or submitted a Data Form that is not complete, the Respondent will be notified and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form. Failure to do so will result in a determination that the proposal submission is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the Respondent has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.



Doing Business Data Form

To be completed prior to distribution			
Agency: _____		Transaction ID: _____	
Check One:	Transaction Type (check one):		
<input type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____
 Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____
 City: _____ State: _____ Zip: _____
 Phone : _____ Fax : _____
 E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

EXHIBIT F
EXPENSES OF THE OPERATOR

1. Salaries of all executive and supervisory personnel of the Operator not stationed at the Site, except that the salary or wages of anyone performing nonsupervisory functions shall be a Cost of Operation and the salary of anyone substituting for a Manager who is stationed at Site shall be a Cost of Operation, provided, however, that the amount deemed to be a Cost of Operation shall not exceed the regular salary for the job-slot being filled.
2. Salary or wages of any person employed by the Operator or its affiliated companies other than employees stationed at Site(s), except as provided in Paragraph 1 above.
3. Cost of bookkeeping, administration, accounting or other services performed by or for the Operator away from the Site.
4. Payables processing, including the cost of data processing.
5. Preparation of Federal, state, city payroll tax returns
6. Preparation of sales or similar tax returns.
7. Auditing of receipts.
8. Planning and supervision of Capital Improvements, but not including architect's or engineer's fees. If such architect or engineer is a staff professional of the Operator, the Operator shall be entitled to charge a fee for such work. In either case, such architect's or engineer's fees shall be deemed to be a part of the cost of Improvements being planned or supervised.
9. The cost of participating in the promotion and advertisement of operations at the Site(s), but not including the cost of promotional materials or the personnel costs involved in their preparation and distribution. If such personnel are staff personnel of the Operator, the Operator shall be entitled to charge a fee for such work. The cost of such materials and their distribution shall be a Cost of Operation.
10. The Operator's corporate business taxes.
11. General and administrative expenses of the Operator except as otherwise provided herein.
12. The amount of any deductible under the insurance policies to be maintained by Operator under this Agreement, in excess of the amounts to be set forth in the Operating Agreement, to the extent of any loss.

EXHIBIT G
SAMPLE STATEMENT OF AGREEMENT

(On company letterhead)

Date:

New York City Economic Development Corporation
110 William Street, 4th Floor
New York, NY 10038
Attn: Maryann Catalano, Senior Vice President

Dear Ms. Catalano:

This letter hereby certifies that [Respondent] has read this RFP and the Appendices fully and agrees to the terms and conditions set forth in this RFP and Appendices.

Sincerely,

Respondent

Respondent Title [*must be authorized principle or officer of the respondent*]

EXHIBIT H

ADDITIONAL REQUIREMENTS DURING THE TERM OF THE OPERATING AGREEMENT

1. Unless being repaired for a fee by the Selected Operator at the Berthing Sites all vessels on land or water must be in a good operational condition. Abandoned, burned or otherwise inoperable vessels must be disposed of promptly. The Selected Operator must notify Apple prior to putting a lien on, selling, or disposing of any delinquent vessels. It is the Selected Operator's responsibility to remove sunken boats in order to provide for safe navigation. Disposal of any vessels must be performed through licensed contractor or by Selected Operator with strict adherence to safety and environmental guidelines. If a Respondent intends to perform disposals at site, a detailed plan of vessel disposal procedures should be submitted with his or her proposal. Disposal plans should detail all safety procedures; fluid removal, containment and disposal procedures; and engine and tank removal and disposal procedures.
2. Eliminate trip hazards along docks and pathways
3. The Selected Operator will be required to carry, at its sole expense, Commercial General and Marine Operators Liability insurance with per-occurrence limits no less than \$3,000,000, naming the City of New York (including its officers and employees), the New York City Economic Development Corporation and Apple Industrial Corporation as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form 2026 (7/04); Worker's Compensation, Employer's Liability, and Disability Benefits Insurance with limits as required by statute; and All-Risk Insurance equal to the replacement cost value of the structures, with the City of New York named as sole loss payee.
4. The Selected Operator will be required to submit monthly statements of gross receipts from all categories of income in a format approved in writing by Apple. At the end of each operating year, the Selected Operator will be required to submit a detailed income and expense statement for the past year's operation.
5. The Selected Operator will be required to pay all taxes applicable to the operation of the Berthing Sites. Gross receipts shall exclude the amount of any federal, state or city taxes which are paid by the Selected Operator against its sales.
6. All moorings and docking configurations must be aligned to maintain safe navigation and access for customers and safety for all vessels at the Berthing Sites. Apple has the authority to inspect the Berthing Sites and to require changes to mooring and docking operations to address navigational safety and access. The Selected Operator will be required to attain all required permits for any expansion of the Berthing Sites. All such plans, including but not limited to, the number and organization of planned mooring and slips must be presented to Apple for prior written approval.
7. Safety vessels approaching, entering or leaving the Berthing Sites shall be operated according to current navigational in effect. Such rules may be promulgated or modified from time to time by any Federal, State or Local entity having jurisdiction.
8. The Selected Operator will be responsible for regular pest control inspections and extermination as needed.

9. The Selected Operator will be required to cooperate with Apple during special and other unanticipated events.

10. The Selected Operator will be required to indemnify the City and Apple for losses associated with the Selected Operator's actions under the Operating Agreement, pursuant to a provision to be included in the Operation Agreement.

**EXHIBIT I
NYCEDC BACKGROUND INVESTIGATION FORM**



**New York City
Economic Development
Corporation**

**Internal Background
Investigation Questionnaire**

THIS FORM IS FOR:

**Contracts under \$100,000,
Land Sales, Leases, Licenses, Permits,
NYCIDA Projects and any Discretionary Reviews**

New York City Economic Development Corporation • New York City Industrial Development Agency • Apple Industrial Development Corp.
110 William Street, New York, NY 10038

INSTRUCTIONS FOR COMPLETING NYCEDC INTERNAL BACKGROUND INVESTIGATION QUESTIONNAIRE

1. Please submit, with this Questionnaire, the organizational documents for the submitting business entity.
2. For purposes of completing this Questionnaire, the following defined terms shall have the meanings given to them below (unless provided otherwise with respect to specific questions in the Questionnaire):
 - "Affiliate" – A Person is "affiliated with" or an "affiliate" of another Person if the Person controls, is controlled by or is under common control with that other Person.
 - "Applicant" – The submitting business entity.
 - "Control" – A Person controls another Person if the Person (i) owns ten percent (10%) or more of the voting interest or has a ten percent (10%) or greater ownership interest in that other Person or (ii) directs or has the right to direct the management or operations of that other Person or (iii) is a member of that other Person's Board of Directors*.
 - "Executive Officer" – Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Applicant, by whatever titles known, and all other executive officers of Applicant.
 - "Family Member" – With respect to a particular Person, includes spouse, children, grandchildren, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, and all family members living in the same household as such Person (except if such individuals are minors).
 - "Person" – Any individual, corporation, partnership, joint venture, sole proprietorship, limited liability company, trust or other entity.
 - "Principal" – each of the following Persons is a Principal of the Applicant and must be identified in Section B, Part I on page 2 of the Questionnaire:
 - Executive Officers
 - Persons that "Control" the Applicant
 - For Limited Liability Companies, ALL members
 - For Partnerships, ALL general partners and ALL partners performing on the contract or able to bind the Partnership

*For a not-for-profit corporation, ONLY the Chairperson of the Board of Directors and any director who is also an employee of Applicant needs to be considered for purposes of determining "Control" under this clause (iii).

SECTION A

The following questionnaire is to be completed by Persons desiring to do business with the New York City Economic Development Corporation or the New York City Industrial Development Agency or Apple Industrial Development Corp.

This form may be duplicated for additional space. **PLEASE COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY.**

Refer to attached Instruction sheet for specific instructions and definitions of terms required to complete this Questionnaire.

BUSINESS NAME: _____ EIN/SSN: _____

BUSINESS ADDRESS: _____ City _____ State _____ Zip Code _____

BUSINESS TELEPHONE: _____ TYPE OF ENTITY: _____

BUSINESS FAX: _____ BUSINESS E-MAIL: _____

SECTION B

I. PRINCIPALS OF APPLICANT

	PRINCIPAL NAME	TITLE	HOME ADDRESS	PERCENTAGE OF VOTING INTEREST	PERCENTAGE OF OWNERSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER/EMPLOYER IDENTIFICATION NUMBER
(1)				%	%		
(2)				%	%		
(3)				%	%		
(4)				%	%		
(5)				%	%		

II. FAMILY MEMBERS OF EACH INDIVIDUAL PRINCIPAL

Note: Only the following Family Members need to be identified in this Section B, Part II:

- Spouse
- Family Members who are employed by, are officers of or have a less than 10% voting or ownership interest in the Applicant
- Family Members who are directly or indirectly providing services and/or supplies with respect to the subject project (e.g. consultants, subcontractors, suppliers or an employee thereof)

PRINCIPAL NAME	IMMEDIATE FAMILY MEMBER	RELATIONSHIP TO PRINCIPAL	HOME ADDRESS
(1)			
(2)			
(3)			
(4)			
(5)			

SECTION B (Continued)

PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES" ON THE FOLLOWING PAGE

NO YES

- | NO | YES | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Does the Applicant or any Principal have any Affiliates? If yes, please identify the Affiliates, with SSN/EIN and respective addresses, and describe the nature of the affiliation, on the following page. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. In the past 7 years, has the Applicant, any Principal, or any entity affiliated with the Applicant (each of the foregoing individually, a "Subject Person" and collectively, the "Subject Persons") been adjudicated bankrupt or placed in receivership, filed bankruptcy, or is any Subject Person currently the subject of any bankruptcy or similar proceedings? If yes, please explain on the following page. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. In the past 5 years, has any Subject Person been a plaintiff or defendant in any civil proceeding (including any court and federal, state and local regulatory agency proceedings) other than a domestic relations proceeding (e.g., divorce, separation, support, alimony, maintenance, adoption, custody)? If yes, please identify all adjudicated, settled and pending lawsuits on the following page. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. In the past 5 years, has any Subject Person or any Family Member identified in Section B, Part II (a "Subject Family Member"): <ul style="list-style-type: none"><input type="checkbox"/> been disqualified as a bidder, or defaulted or terminated, on a permit, license, concession, franchise, lease, or other agreement with the City of New York or any governmental agency? If yes, please explain on the following page.<input type="checkbox"/> failed to file any required tax returns or to pay any applicable federal, state, or New York City taxes or other assessed New York City charges or fines, including but not limited to water and sewer charges and administrative fees? If yes, please explain on the following page. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. In the past 10 years, has any Subject Person or any Subject Family Member used an EIN, SSN, name, trade name, or abbreviation other than the name or number provided in response to Section A or Section B, Part I or II of this Questionnaire or provided in response to question 1 above, as the case may be? If yes, please specify on the following page. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. In the past 5 years, has any Subject Person, any Subject Family Member, any Affiliate of any Subject Family Member or any managerial employee of Applicant: <ul style="list-style-type: none"><input type="checkbox"/> been the subject of any criminal investigation and/or civil anti-trust investigation (by any federal, state or local prosecuting or investigative agency) and/or investigation by any governmental agency (including, but not limited to federal, state and local regulatory agencies)? If yes, please explain on the following page.<input type="checkbox"/> had any judgment, injunction or sanction obtained against it in any judicial or administrative action or proceeding other than a domestic relations proceeding or motor vehicle proceeding? If yes, please explain on the following page. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. In the past 10 years, has any Subject Person, any Subject Family Member, any Affiliate of any Subject Family Member or any managerial employee of Applicant been convicted, after trial or by plea, of any criminal offense and/or are there any felony or misdemeanor charges pending against any of them? If yes, please explain on the following page. |

Section B (Continued)

INDICATE
QUESTION #

BELOW PROVIDE A DETAILED EXPLANATION TO ALL QUESTIONS CHECKED "YES". IF YOU NEED MORE SPACE,
PHOTOCOPY THIS PAGE AND ATTACH IT TO THIS QUESTIONNAIRE.

Section C – IDENTIFICATION OF PROPERTY INTERESTS

1. Identify Project Property:

Block & Lot(s): _____

Street Address: _____

Borough of _____

2. The following, together with attachment(s) hereto, if any, is a complete list of properties in which any of the Subject Persons or any of the Subject Family Members have an ownership interest and which are located in the City of New York, together with a statement as to each such property of any current arrears in real estate taxes, sewer rents, sewer surcharges, water charges or assessments due and owing to the City of New York.

PROPERTY OWNED IN THE CITY OF NEW YORK

PROPERTY OWNER	BOROUGH	BLOCK/LOT	STREET ADDRESS	DATE OF PURCHASE	AMOUNT OF ARREARS	TYPE OF ARREARS

SECTION C (Continued)

PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES" ON THE FOLLOWING PAGE

- | NO | YES | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. In the past 5 years, has any Subject Person or any Subject Family Member, been a former owner of the Project Property? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Is any Subject Person or any Subject Family Member a tenant of the City of New York? If yes, please list below; Agency, Borough, Block, Lot, Account Number, Monthly Rent, and Current Balance. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Has any Subject Person or any Subject Family Member previously purchased property from the City of New York? If yes, please list below; Agency, Borough, Block, Lot, Sale Date, Parcel Number, and Closing Date. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Does any Subject Person or any Subject Family Member have a mortgage with the City of New York? If yes, please list below; Agency, Borough, Block, Lot, Account Number, Principal Amount, Monthly Installment, and Current Balance. |

Section C (Continued)

INDICATE
QUESTION #

BELOW PROVIDE A DETAILED EXPLANATION TO ALL QUESTIONS CHECKED "YES". IF YOU NEED MORE SPACE,
PHOTOCOPY THIS PAGE AND ATTACH IT TO THIS QUESTIONNAIRE.

Ruled response area with 15 horizontal lines for providing detailed explanations.

CERTIFICATION

A FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE OR ANY FALSE INFORMATION WILLFULLY OR FRAUDULENTLY SUBMITTED IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE APPLICANT NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROJECT OR FUTURE PROJECTS INVOLVING THE NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, THE NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY, APPLE INDUSTRIAL DEVELOPMENT CORP. AND THE CITY OF NEW YORK AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand the items contained in the foregoing 8 pages of this questionnaire and _____ pages of attachments, if any, and that, having made due inquiry, I supplied full, complete, and truthful answers to each item therein to the best of my knowledge, information and belief; that I will notify the New York City Economic Development Corporation, the New York City Industrial Development Agency, or Apple Industrial Development Corp., as the case may be, in writing of any change in circumstance occurring after the submission of this Questionnaire and before (i) the execution of any contract or agreement with any of them and/or the City of New York and (ii) in the case of an agreement to purchase or enter into a ground lease for real property and/or a financing through or straight lease or retention transaction with the New York City Industrial Development Agency, the closing of the transaction; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the New York City Economic Development Corporation, the New York City Industrial Development Agency, or Apple Industrial Development Corp., as the case may be, will rely on the information supplied by me in this Questionnaire as an inducement to enter into a contract or agreement and to close a transaction with the Applicant.

Sworn to me

This _____ Day of _____ 200 _____

Name of Applicant _____

Notary Public _____

By: _____
Signature of Authorized Person

Print Name and Title of Authorized Person _____

Date _____

EXHIBIT J
CONDITIONS, TERMS AND LIMITATIONS

In addition to those stated elsewhere, this RFP and any transaction resulting from this RFP are subject to the conditions, terms and limitations stated below:

- A. Neither the City, NYCEDC nor Apple makes any representations or warranties whatsoever as to the physical condition of the Berthing Sites, the status of title (and any leases affecting the Berthing Sites), the absence of hazardous materials, or any other matter.
- B. The City NYCEDC, and Apple and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP with respect to the Berthing Sites, including, without limitation: the physical condition, the status of title, suitability for any specific use, the absence of hazardous waste, or any other matter. All due diligence is the responsibility of the respondent and respondents are urged to satisfy themselves with respect to the physical condition of the Berthing Sites and the, the information contained herein, and all limitations or other arrangements affecting the Berthing Sites. As stated in this RFP, Apple will make available for review, to any respondent so requesting, the Sites Information File. Neither the City, NYCEDC, nor Apple will be responsible for any injury or damage arising out of or occurring during any visit to the Berthing Sites and/or the Service Site.
- C. The proposed use of the Berthing Sites shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, all other applicable laws, regulations, and ordinances of all Federal, State and City authorities having jurisdiction, and any applicable Urban Renewal Plan, design guidelines or similar development limitations, as all of the foregoing may be amended from time to time. Without limiting the foregoing, the Berthing Services shall be subject to all requisite Apple corporate approvals, governmental approvals and PANYNJ approvals, as applicable.
- D. A proposal submitted in response to this RFP may be rejected, if the Respondent is a person, business entity (or any principal shareholders, principals, partners or members of such business entity) is determined, in Apple's sole discretion, to be within a category of persons or entities with whom or which the City or Apple generally do not do business with as determined by Apple, including, without limitation, those persons or entities making of contributions prohibited by New York City Local Law No. 34. Respondent and, if Respondent is a business entity, all officers and principals thereof must complete a background questionnaire and shall be subject to investigation by Apple, and/or NYCEDC and/or the City's Department of Investigation. Any designation may be revoked in Apple's sole discretion in the event any derogatory information is revealed by such investigation.
- E. Only proposals from principals will be considered responsive. Individuals in representative, agency or consultant status may submit proposals only at the

direction of identified principals, where the principals are solely responsible for paying for such services.

- F. All terms in this RFP related to the permitted use and bulk of the Berthing Sites shall be as defined in the New York City Zoning Resolution and any applicable Urban Renewal Plan, design guidelines, or similar development limitations and controls, and the existing leases identified in the RFP covering certain Berthing Sites. Where any conflict arises in such terms, the most restrictive terms shall prevail.
- G. Except as specifically provided herein, the Selected Operator(s) will pay all applicable taxes payable in connection with operations at the Berthing Sites.
- H. This transaction will be structured as a “net” deal, with the Selected Operator being responsible for all fees relating to operations at the Berthing Sites and all costs incurred by Apple including, but not limited to, costs for outside legal counsel, studies, and outside consultants.
- I. Apple is dedicated to furthering the participation of minority and women-owned businesses in its work. All respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified by the New York City Department of Small Business Services (“DSBS”) as being women-owned or minority-owned. Businesses that have been certified as being women- or minority-owned by the PANYNJ may be eligible to receive expedited certification from DSBS after completing the DSBS “Expedited Certification Affidavit”, which may be obtained by calling DSBS at (212) 513-6311.
- J. All proposals and other materials submitted to Apple in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law (“FOIL”). The entity submitting a proposal may provide in writing, at the time of submission a detailed description of the specific information contained in its submission, which it has determined is a trade secret and which, if disclosed, would substantially harm such entity’s competitive position. This characterization shall not be determinative, but will be considered by Apple (and, if applicable, NYCEDC) when evaluating the applicability of any exemptions in response to a FOIL request.
- K. In furtherance of Apple’s mission of economic development, the award of the Operating Agreement, if any, for the Berthing Sites will be subject to Apple’s standard provisions for similar transactions.
- L. Recipients of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without prior written approval from Apple. Any news release pertaining to this RFP may only be made in coordination with Apple.
- M. Neither the City, nor NYCEDC, nor Apple shall be liable for any cost incurred by the Respondent in the preparation of its Proposal to this RFP or, with respect to

the Respondent, for any work performed prior to the execution and delivery of the Operating Agreement.

- N. Apple shall be the sole judge of each Respondent's conformity with the requirements of this RFP and of the merits of each Proposal. Notwithstanding anything to the contrary contained herein, Apple reserves the right: to amend, modify or withdraw this RFP; to waive any requirements of this RFP; to require supplemental statements and information from any Respondents to this RFP; to award a contract to as many or as few or none of the Respondents as Apple may select; to award a contract to entities who have not responded to this RFP; to accept or reject any or all Proposals received in response to this RFP; to extend the deadline for submission of Proposals; to negotiate or hold discussion with one or more of the Respondents; to permit the correction of deficient Proposals that do not completely conform with this RFP; to waive any conditions or modify any provisions of this RFP with respect to one or more Respondents; to reject any or all Proposals and to cancel this RFP, in whole or in part, for any reason or for no reason, in Apple's sole discretion. Apple may exercise any such rights at any time, without notice or liability to any Respondent or other parties for costs, expenses or other obligations incurred in the preparation of a Proposal or otherwise.

- O. This RFP, the Operating Agreement and any other contract or agreement resulting herefrom are subject to all applicable Federal, state and local laws, rules, regulations and executive orders. Respondents must be fully licensed berthing facility/ marina operator under the laws and regulations of New York State and the City, and copies of licenses indicating the same must be submitted to Apple prior to the execution of the Operating Agreement(s). Any modifications to this RFP shall be posted by Apple at the NYCEDC Website: www.nycedc.com/RFP. Nothing stated at any time by any representative of Apple, NYCEDC, the City, or of any other entity shall effect a change in, or constitute a modification to this RFP unless confirmed in writing by NYCEDC. Respondents may request clarification from Apple on or before April 18, 2012 by 5 p.m. Any such clarification from NYCEDC must be in writing in order to be binding on NYCEDC. Respondents are reminded to check the Website (www.nycedc.com/RFP) periodically to view updated information, modifications, addenda, and the answers to questions.

- P. The Berthing Sites will be made available to the Operator(s), following execution of the Operating Agreement(s), in its then "as is" condition.

- Q. The information set forth in this RFP, including, without limitation, information in the attachments, exhibits, appendices, diagrams, emails and Website, concerning the Berthing Sites. NYCEDC and the City assume no responsibility for errors or omissions. Respondents are advised to independently verify the accuracy of all information and to make their own judgments of the risks involved in managing the Berthing Sites as contemplated in this RFP.

- R. The City is not party to this RFP, and has made no representation to any prospective respondent and shall have no liability whatsoever in connection with this RFP.

- S. Neither the City, NYCEDC nor Apple is liable for any damages or losses and is not obligated to pay any costs, expenses, damages or losses incurred by any Respondent at any time unless NYCEDC or Apple has expressly agreed to do so in writing.

- T. Neither the City, NYCEDC nor Apple shall be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the Operating Agreement. It shall be a condition of designation that the Operator(s) agree to pay the commission or other compensation, if any, due to any broker or finder in connection with the transaction, and to indemnify and hold NYCEDC or Apple (as applicable) harmless from any obligation, liability, cost or expense incurred by it as a result of any claim for commission or compensation brought by any broker or finder by reason of the transaction.