



REQUEST FOR PROPOSALS

Citywide Ferry Operators

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New York City Economic Development Corporation

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1 Introduction

The New York City Economic Development Corporation (“NYCEDC”) is seeking proposals (“Proposals”, each a “Proposal”) from qualified ferry operators, transit service providers or other qualified firms (“Respondents”, each a “Respondent”) to operate a citywide ferry system (the “CFS”) within the five boroughs of New York City (the “City”).

Respondents will be responsible for proposing services that fulfill the needs of the CFS as it is described in Section 4, CFS Description, and according to the requirements in Section 5, Scope of Services (the “Scope of Services”). All Proposals submitted in response to this request for proposals (the “RFP”) shall include, at a minimum, the information described in Section 6, the Proposal Requirements.

NYCEDC will accept two types of Proposals associated with this RFP, described here and further detailed in Section 6:

- (1) A Proposal to provide comprehensive system-wide operator services (“Comprehensive Responses”, each a “Comprehensive Response”) that:
 - Addresses all ferry operations needs with the relevant route-based support services (“Route Support Services”) and system-wide support services, which include ticketing, marketing and customer services (collectively, “System Support Services”).
 - Includes operating proposals for all five new routes and an Add Alternate Route defined in Section 4.2.1 contingency route.
- (2) A Proposal to provide individual route operator services (“Route Responses”, each a “Route Response, Respondents submitting Proposals in this category are referred to as “Route Respondents”) that:
 - Addresses the operation of one or multiple routes, including the relevant Route Support Services.
 - Will not include System Support Services.
 - Includes a coordination plan (“Coordination Plan”) that clearly describes a Respondents willingness to coordinate, collaborate and work alongside other route operators and System Support Services to ensure CFS objectives, as described below.

The CFS is designed to safely serve all of the City’s residents, visitors, and tourists living, working, recreating, or seeking access the City’s waterfront communities and parks. Service will initially run seven (7) days a week, year round, as more particularly described in Section 4.2, at a cost of \$2.75 per passenger trip. The City and NYCEDC have set the fare and maintain control over fare increases; therefore any Proposal that responds with a fare above \$2.75 will not be considered.

NYCEDC expects to begin service on the Rockaway, South Brooklyn, and Astoria routes in 2017, with a second phase to begin service on the Soundview and the Lower East Side routes in 2018. This RFP is intended to select one or multiple Respondents for both phases.

NYCEDC may, at its discretion, choose not to award the System Support Services proposed in a Comprehensive Response, in which case the successful Respondent must plan to work with any System Support Services retained by NYCEDC through a separate procurement process.

Respondents wishing to operate all routes without the System Support Services should submit an individual Proposal for each Route pursuant to the Route Response guidelines.

Route Respondents may be selected to operate one or more Routes out of their proposed Routes, each Route being evaluated independently.

Route Respondents must plan to work with any System Support Services retained by NYCEDC through a separate procurement process.

NYCEDC is currently performing the environmental review for the system and landing sites (each a “Landing”; collectively the “Landings”). It is proposed that 10 Landings will be constructed to support the expansion of the CFS (for a total of 20 Landings system wide, including the Add Alternate Route Landing). In some locations, more than one specific Landing is currently under consideration. Respondents are expected to provide Proposals that are responsive and flexible enough to accommodate docking at any of the proposed Landings, including Landings that have yet to be determined and/or constructed. It is the intention of NYCEDC to work closely with the Operator during the final design phase for new Landings where vessel characteristics will guide the Landing configuration.

The selected Respondent or Respondents to this RFP (each an “Operator”, collectively, the “Operators”, as applicable) enter into an operating agreement with NYCEDC (the “Operating Agreement”). Respondents should assume an initial Operating Agreement term of 5 years from the start of Ferry Services (as hereinafter defined). Respondents should specify the terms of a potential extension period of an additional five 5 years of Ferry Services, such extension period to be at the sole option of NYCEDC.

The Operating Agreement will not give the Operator the right nor the permission to use any Landing or other City-owned property to perform any part of the Scope of Services. As part of the Scope of Services, as set forth in Section 5.3, the Operator will be required to obtain such right or permission from each individual Landing owner.

2 Objectives

Proposals will be evaluated, in part, by the extent to which they are able to successfully achieve the proposed Scope of Services, with the goal for the CFS to be self-sustaining, once NYCEDC funding has been exhausted. Through this RFP, NYCEDC is seeking to achieve the following objectives:

- Operate a safe and reliable CFS;
- Create an accessible system for all riders that is compliant with the Americans with Disabilities Act (ADA) and Local Law 68 of 2005 – Accessible Water Borne Commuter Services Facilities Transportation Act of 2005 (LL68);
- Strengthen and promote the ferry service as a time saving and cost competitive means of transportation;
- Maximize ridership while significantly reducing or eliminating the reliance on NYCEDC funding for future ferry service;
- Align with the goals, policies and initiatives of the City and NYCEDC through programs such as M/WBE hiring and HireNYC; identify and implement opportunities for workforce development, capacity building, small business opportunities, etc.
- Launch three routes in Spring of 2017 (Rockaway, Astoria, and South Brooklyn);
- Launch remaining planned routes in Spring of 2018 (Lower East Side and Soundview);
- Create a unified ferry system with particular emphasis on a positive customer experience, ensuring standardized practices and procedures for marketing, fare media, ticketing collections, branding, sponsorship, amenities, public outreach and operating procedures;
- Ensure continuity and integration of the existing East River ferry service into the CFS;
- Create linkages, where possible, with other transportation modes in the City such as bike sharing, cycling and bus transit; and
- Foster economic development along the City's waterfront.

3 History and Background

Over the past two decades, NYCEDC has played an active role in planning for and shaping ferry policy in the City while simultaneously operating ferry service. The CFS is a product of the lessons learned and experience gained from both a robust planning effort and operations experience associated with several ferry services, including the current East River ferry service.

3.1 Recent Planning Efforts

In 2010, NYCEDC released the Citywide Ferry Study, followed by the 2013 Comprehensive Citywide Ferry Study, and Ferry Policy & Planning Paper. These planning documents provided the information and analysis required to make planning, policy and budgetary decisions regarding the future of waterborne recreational and commuter passenger transportation. The 2013 study, which considered over fifty (50) ferry landing sites (both existing and proposed) identified by the public, the City Council, NYCEDC, NYC & Co., and The New York City Department of Transportation (“NYC DOT”), among other stakeholders, evaluated the potential of each site to support commuter and/or recreational ferry service. The study also determined operating networks that will serve the greatest number of riders, in an economically viable manner, in order to support successful ferry service. The evaluation took into consideration criteria such as ridership, local demand generators, travel time savings and cost. In addition, the study included an assessment of potential governance structures and examines various sustainable financing methods. Resources include the following:

- 2013 Citywide Ferry Study and Appendix:
(<http://www.nycedc.com/resource/citywide-ferry-study-2013>)
- Ferry Policy and Planning in NYC: (<http://www.nycedc.com/resource/ferry-policy-and-planning-new-york-city-considerations-five-borough-ferry-system>)

3.2 Operations Experience

3.2.1 2008 Rockaway Ferry Service Pilot



Figure 3.1 - 2008 Rockaway Pilot Route

The 2008 Rockaway Ferry Service Pilot linked Riis Landing at Breezy Point in Rockaway, Queens, with the Brooklyn Army Terminal (BAT) in Sunset Park, Brooklyn and Pier 11/Wall Street in Lower Manhattan. The commuter ferry service featured two inbound morning runs and two outbound evening runs five days a week, which was further supplemented with summer weekend service. A private ferry operator provided the service shown in Figure 3.1 under a contract with NYCEDC. The service began in May 2008 and was discontinued two years later.

3.2.2 2011 East River Ferry Service Pilot

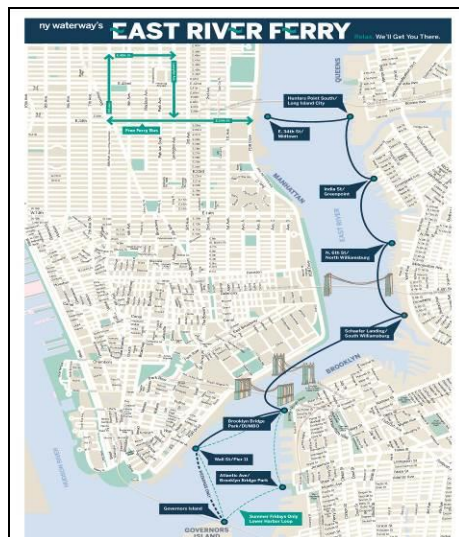


Figure 3.2 - East River Ferry Pilot Route

The 2011 East River ferry service pilot began in the June 2011 and was operated by a private ferry operator under a contract with NYCEDC following the route shown in Figure 3.2. Designed to fill a gap in the City’s transportation network by providing a frequent and reliable inter-borough transportation alternative to the underserved residents of the Brooklyn and Queens waterfront, the three-year pilot provided NYCEDC with valuable information regarding the provision of commuter and recreational ferry service in the City.

The East River ferry service pilot proved to be a successful venture, almost doubling the projected ridership due to its popularity and strong recreational use. It demonstrated that frequent service to growing communities with commuter connections to job centers was feasible as a transit system. Furthermore, the full-time weekend service to cultural and recreational areas in the City proved to be a real asset to the system’s ridership. The success of the East River ferry service pilot led to the establishment of the current East River ferry service described in more detail below.

3.2.3 2012 Rockaway Emergency Service



Figure 3.3 - Rockaway Emergency Service Route

In October 2012 Superstorm Sandy caused significant damage across the City. The high winds and heavy tidal surge generated effectively destroyed hundreds of feet of the Metropolitan Transit Authority’s (“MTA”) A-Train mainline connection to the Rockaway Peninsula, leaving 35,000-daily customers without a direct rail link to Howard Beach. In response, the Rockaway Emergency Ferry Service was launched in November 2012 to provide an emergency transportation alternative for the residents of the Rockaways traveling to and from Manhattan. In August 2013, a stop was added at Pier 4 at Brooklyn Army Terminal serving Bay Ridge and Sunset Park, to provide an alternative transit service to commuters impacted by repairs to the R-Train tunnel between Brooklyn and Manhattan. The ultimate route is shown in Figure 3.3. In October of 2014, the service was disestablished because repairs to transit infrastructure were completed. Ridership information for this route is included in the Site File.

3.3 Current Operations

3.3.1 East River Ferry Service

East River ferry service completed its pilot phase and became a long term service, with stable funding commitments beginning on April 1, 2014 (the “East River Ferry Service”). The service built on the lessons learned from the pilot service. A third-party ferry operator currently provides ferry service between East 34th Street, Hunters Point South, India Street, North 6th, Schaefer Landing, Brooklyn Bridge Park Pier 1, and Pier 11/Wall Street. On summer weekends the service includes stops at Governors Island. Additionally, the service includes a shuttle bus service loop at East 34th Street Ferry Landing. A service schedule may be found at <http://www.eastriverferry.com/>.

3.4 Mayoral Announcement for Citywide Ferry Service

Mayor Bill de Blasio announced the citywide ferry service on February 3, 2015 during the State of the City address. The announcement called for \$55,000,000 in City capital funds to create a network of five new routes, in addition to the current East River Ferry Service. The Mayor set an initial CFS launch deadline of 2017 for the Rockaway, South Brooklyn, and Astoria Routes. The Lower East Side and Soundview Routes will start service in 2018 or sooner based on the timing of construction completion of certain Landings. See the map below of the proposed CFS network.

The CFS was created to improve access to waterfront communities that are underserved by public transportation or where an alternative means of transportation would be beneficial. CFS is intended serve a range of transportation needs: commuters, daily travel by area residents and recreational uses by residents, visitors and tourists. The connections made by the CFS will spur economic development, while providing the general public access to jobs, parks and recreation.

Citywide Ferry System

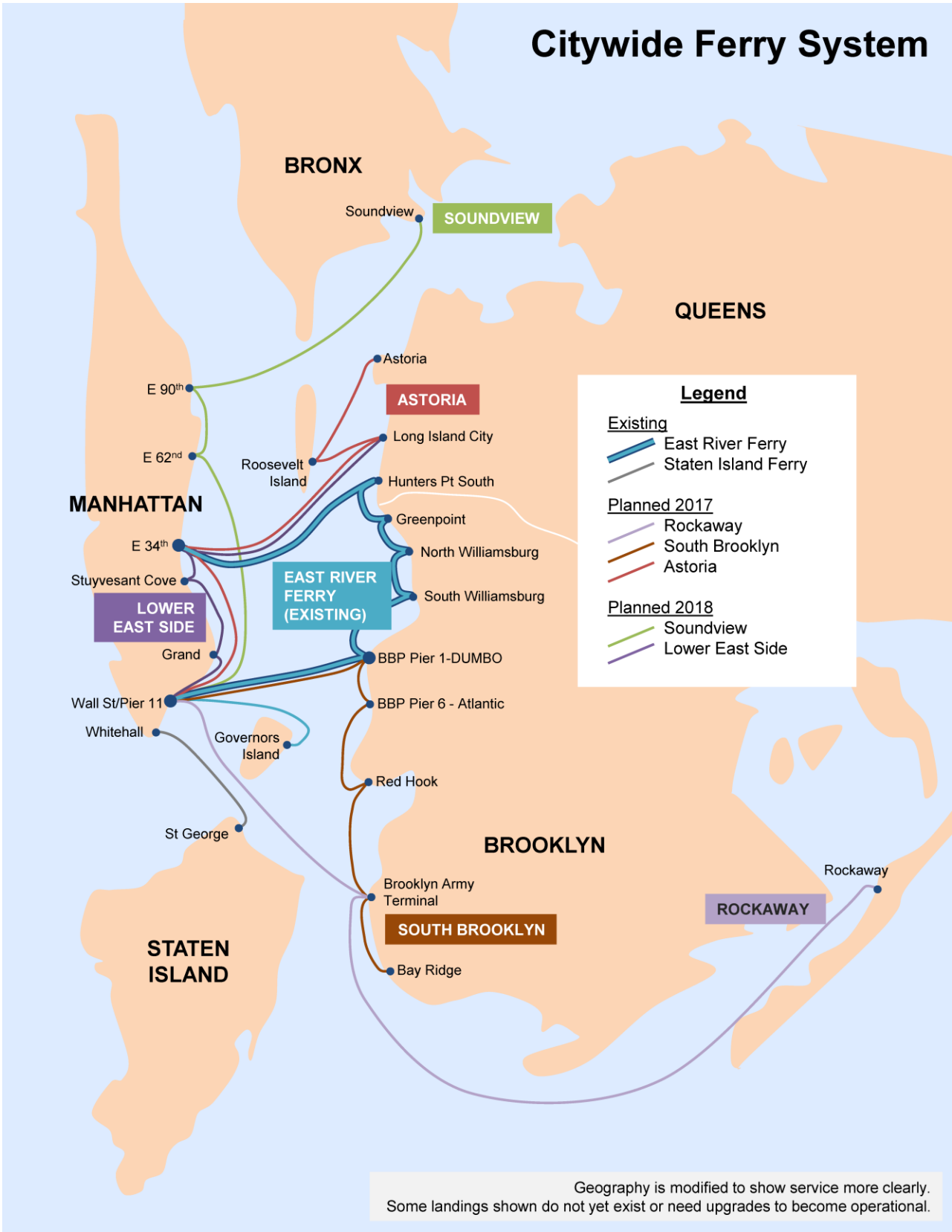


Figure 3.4 - Citywide Ferry System - Planned Routes and Launch Dates

4 Citywide Ferry System Description

The CFS is designed to be a comprehensive transit system with customer service and the customer experience key to the 2017 launch and future system success. Minimum system characteristics of ferry routes to be provided as part of the CFS are described below. Respondents are expected to submit proposals for all the relevant elements of each route as described. For example, Respondents are expected to provide traveler information to customers on each route and abide by specific reporting requirements, as further described below. A description of each Landing envisioned for service is shown in Appendix 1 of this RFP. Respondents are expected to propose schedules and services using service standards described in this section. NYCEDC expects to manage the CFS through the successful award of one or multiple Operating Agreements from this RFP.

4.1 Ferry Landings

The CFS will provide ferry service to 20 Landings throughout the City as shown in Figure 3.4. Some existing Landings have planned upgrades while others are new. This RFP is not related to the modification of any existing Landing or the construction of any new Landing. NYCEDC, in its discretion, contemplates undertaking landing upgrades and construction through a separate effort.

The names of specific Landings shown below are subject to change. The exact location or locations under consideration for each Landing are identified in Appendix 1 of this RFP.

A complete list of the Landings follows:

a. Existing Landings

- Brooklyn Bridge Park/Pier 1-DUMBO, Brooklyn
- Hunters Point South/Long Island City-South, Queens
- India Street/Greenpoint, Brooklyn
- North Williamsburg, Brooklyn
- South Williamsburg, Brooklyn
- Governors Island – Yankee Pier, Manhattan

b. Existing Landings – upgrades planned

- 90th Street, Manhattan
- Brooklyn Bridge Park/Pier 6-Atlantic Ave, Brooklyn
- Brooklyn Army Terminal Pier 4, Brooklyn
- East 34th Street, Manhattan
- Wall Street/Pier 11, Manhattan

c. New Landings

- Astoria, Queens
- Bay Ridge, Brooklyn East 62nd Street, Manhattan
- Grand Street, Manhattan
- Long Island City North, Queens

- Red Hook, Brooklyn
- Rockaway, Queens
- Roosevelt Island, Manhattan
- Soundview, Bronx
- Stuyvesant Cove, Manhattan

Further detail about each Landing can be found in Appendix 1. With respect to the new Landings, NYCEDC does not anticipate having additional information for Respondents prior to the selection for this RFP beyond what is included in Appendix 1 and the Site File.

4.2 CFS Ferry Operations

4.2.1 CFS Ferry Route Configurations

The CFS consists of several ferry routes (the “Routes,” each a “Route”), which includes five new Routes and the existing East River Ferry Service Route that, for purposes of this RFP, is considered an add alternate (the “Add Alternate Route”).

The one-way sequence of Landings to be served by each Route is described below; the sequence will be reversed on a return trip.

1. **Rockaway Route:** Wall Street/Pier 11, Brooklyn Army Terminal Pier 4, Rockaway.
2. **South Brooklyn Route:** Wall Street/Pier 11, Brooklyn Bridge Park/Pier 1-DUMBO, Brooklyn Bridge Park/Pier 6-Atlantic Ave, Red Hook, Brooklyn Army Terminal Pier 4, Bay Ridge. A version of the South Brooklyn route, including a stop at Governors Island between Red Hook and Brooklyn Army Terminal – Pier 4 may be considered. Respondents should see Section 6 for Proposal Requirements.
3. **Astoria Route:** Wall Street/Pier 11, East 34th Street, Long Island City North, Roosevelt Island, Astoria.
4. **Soundview Route:** Wall Street/Pier 11, East 62nd Street, East 90th Street, Soundview.
5. **Lower East Side Route:** Wall Street/Pier 11, Grand Street, Stuyvesant Cove, East 34th Street, Long Island City North.

Comprehensive Responses may contain alternative route configurations as described in Section 5.1.1.2.

Comprehensive Responses must include operation of the Add Alternate Route; however, NYCEDC reserves the right to not select an operator for the Add Alternate Route. Comprehensive Responses should include two financial pro formas, one with the Add Alternate Route and one without the Add Alternate Route. The one-way sequence of Landings for the Add Alternate Route is described below.

- Add Alternate Route: Wall Street/Pier 11, Brooklyn Bridge Park/Pier 1-DUMBO, Schaefer Landing/South Williamsburg, North Williamsburg, India St/Greenpoint, Hunters Point South, East 34th Street. Ridership Projections

Potential respondents should consult the 2013 Citywide Ferry Study for a detailed methodology on ridership projections. The AM Peak hour journey-to-work ridership projections for five Routes, including the Add-Alternate route, are shown in Table 4.1 below, which assumes 2018 development scenarios. These numbers only represent journey-to-work projections for

Manhattan-based jobs accessible by ferry. Because the Rockaway community is not well-captured in the ridership model which is oriented towards dense walking communities, Respondents should refer to actual ridership from the 2012-2013 operation as identified in the Site File and take into consideration the emergency factors precipitating the service (i.e. A-Train mainline connection to Rockaway repairs; R-Train Brooklyn-Manhattan tunnel repairs). The Add Alternative Route is likewise found in the Site File, but shown in Table 4.1 because of expected ridership increases due to pipeline development along the route. *Please be advised* that the Respondent is solely responsible for its own due diligence in connection with all ridership projections. Ridership projections provided by NYCEDC pursuant to this RFP are for descriptive purposes only and **not** for reliance and/or guaranty of ridership.

Development patterns may change and NYCEDC makes no guarantee of ridership shown in Table 4.1. Modeling that led to this table was developed for each route independently without accounting for the potential network effects of overlapping route segments.

Table 4.1 - AM Peak Hour Ridership Projections by Route and Landing (not for reliance)

Route	Landing	Boardings	Alightings
South Brooklyn	Brooklyn Bridge Park/Pier 1-DUMBO	187	0
	Brooklyn Bridge Park/Pier 6-Atlantic Ave	55	0
	Red Hook	21	0
	Bay Ridge	21	0
	Brooklyn Army Terminal Pier 4	35	0
	Wall Street/Pier 11	0	319
Astoria	Astoria	62	0
	Roosevelt Island	116	0
	Long Island City North	914	0
	Wall Street/Pier 11	16	1,068
	East 34 th Street	248	288
Soundview	Soundview	141	0
	East 90th St	182	0
	East 62nd St	154	0
	Wall Street/Pier 11	0	477
Lower East Side	Wall Street/Pier 11	8	790
	Stuyvesant Cove	337	0
	Grand St	116	0
	Long Island City North	551	0
	East 34 th Street	127	349
Add Alternate	Hunters Point South/Long Island City-South	134	0
	India Street/Greenpoint	641	0
	North Williamsburg	915	0
	South Williamsburg	239	0
	Brooklyn Bridge Park/Pier 1-DUMBO	136	0
	Wall Street/Pier 11	0	1,141
	East 34th Street	36	960

4.2.2 CFS Ferry Service Design Requirements

Respondents are expected to provide Proposals to operate each Route or Routes consistent with the span of service, frequency of service, scheduling and monitoring requirements (collectively, the “Service Design Requirements”) described below. NYCEDC, in its discretion, may choose to alter Service Design Requirements in the future, in consultation with the Operator.

4.2.2.1 Span of Service

Span of service defines the extent of time over which ferry service is provided. This includes both days of service over the week (the “Days of Service”) as well as hours of service during the day (the “Hours of Service”) as shown in Table 4.2 below.

The Days of Service for the CFS will be Monday through Sunday. For purposes of this RFP, weekdays are defined as Monday, Tuesday, Wednesday, Thursday and Friday; weekends are defined as Saturday and Sunday. Days of Service include any federal, state or local holidays.

The Hours of Service for the CFS is below. Federal holidays that fall or are observed on weekdays are to be treated as weekends with respect to the Hours of Service and the Minimum Service Level, to be defined below.

Table 4.2 - Days and Hours of Service

Days of Service	Hours of Service
Weekday	6:30 a.m. to 10:00 p.m.
Weekend and Holidays	6:30 a.m. to 10:00 p.m.

4.2.2.2 Frequency of Service

Frequency of service defines a minimum service level for ferry operations in order to provide a level of convenience for customers. For purposes of this RFP, the minimum service level for the CFS varies by Days of Service, time of day, season and Route and is expressed as a combination of maximum headway and maximum travel time. Maximum headway defines the maximum time interval, in minutes, between the passing of vessels moving along the same route in the same direction. Maximum travel time defines the maximum time interval, in minutes, for a single vessel to traverse a route from end point to end point.

Additional definitions are as follows:

- Days of Service were defined in the previous section.
- Time of day is segmented into peak and off-peak time periods as shown in Table 4.3:

Table 4.3 - Time of Day

Period	Weekday	Weekend
Early Off-Peak	6:30 a.m. to 7:00 a.m.	Treated as a single time period throughout the day
AM Peak	7:00 a.m. to 9:30 a.m.	
Mid-Day Off-Peak	9:30 a.m. to 4:00 p.m.	
PM Peak	4:00 p.m. to 6:30 p.m.	
Late Off-Peak	6:30 p.m. to 10:00 p.m.	

- Season is segmented into four periods throughout the year as shown in Table 4.4:

Table 4.4 - Seasons

Season	Months
Summer	April – August
Fall Shoulder	September – October
Winter	November – February
Spring Shoulder	March

Respondents will have an opportunity to propose additional hours of operation for summer and shoulder seasons as described in the Requirements in Section 6.

The minimum expected service level for CFS Ferry Operations (the “CFS Ferry Minimum Service Level”) is defined in Table 4.5. below. The maximum headway identified in **Table 4.5** below is expected to commence at the outermost stop for each route at the beginning of each time period. For example, Long Island City North, being the outermost stop for the Lower East Side Route, must experience service every 20 minutes beginning at 7:00 AM during all seasons; service may drop to 45 minutes in the off-peak beginning at 9:30 AM at that stop.

Table 4.5 – CFS Ferry Minimum Service Level

Day of Service	Time of Day	Season	Route	Max Headway (minutes)	Max Travel Time, all times
Weekday	Peak (AM/PM Peak)	All-Seasons	Rockaway	60	60
			South Brooklyn	30	46
			Astoria	20	42
			Lower East Side	20	33
			Soundview	30	45
			Add-Alternative	20	30
	Off Peak (Early, Mid-day, Late)	Summer and Shoulders (Fall/Spring)	Rockaway	60	
			South Brooklyn	45	
			Astoria	45	
			Lower East Side	45	
			Soundview	60	
			Add-Alternative	30	
Weekend	All-Day	Winter	All Routes	60	
		Summer	All Routes	45	
		Shoulder	All Routes	60	
		Winter	All Routes	90	

Respondents may submit Proposals that are an improvement on the CFS Ferry Minimum Service Level (e.g. offer shorter headways or travel times).

4.2.2.3 Scheduling

Service reliability is critical to the success of the CFS and, therefore, must be a major consideration when developing service schedules.

In addition to meeting the CFS Ferry Minimum Service Level, CFS ferry schedules must include adequate recovery time in order to avoid a proliferation of delays in the event one or more vessels on a Route or Routes experience(s) delays while in service. Therefore, Respondents are expected to demonstrate that service schedules associated with their Proposal to operate a Route or Routes feature adequate recovery time.

Respondents should also demonstrate that schedules do not require vessels to travel at excessive speeds that exceed regulated speed limits or that may lead to larger than necessary wakes.

4.2.2.4 Monitoring

Performance measurement and monitoring is a critical element of all service design. Service reliability for the CFS will be measured and monitored as a function of on-time performance and headway adherence.

The on-time performance target for the CFS (the “On-Time Performance Target”) is 90%. Thus, 90% of vessels must run on time, with on time being defined as one minute early to five minutes late.

The headway adherence target for the CFS (the “Headway Adherence Target”) is that actual headways must be within the lesser of 30 % or 10 minutes of the scheduled headway.

On-Time Performance and Headway Adherence will be measured by the operator on a monthly basis at the end-points for each route. The Operator will be responsible for submitting an on-time performance report as part of general monthly reporting requirements as described in Section 5.1.1.8. NYCEDC may, at its discretion, elect to audit this report or study on-time performance.

Proposals must offer a technological solution to performance measurement, which is likely to include the ability to remotely log vessel movements and arrival/departure times. The proposed solution is likely, but not required, to be integrated with the location-based traveler information systems required in Section 5.1.1.7 as part of the Route Support Services.

4.2.3 CFS Base Fare & Structure

4.2.3.1 Base Fare

The base fare will be controlled by NYCEDC and is set at \$2.75, subject to modifications at the discretion of NYCEDC, in consultation with the Operator.

4.2.3.2 Fare Structure

The CFS will utilize a flat-fare system similar, but unrelated, to the fare structure utilized by New York City Transit Authority. A single fare will be good for one trip on a continuous journey utilizing one or multiple Routes. For clarification, Proposals that feature zonal fare structures will be considered non-responsive.

NYCEDC encourages Comprehensive Responses to consider the following types of passes and discounts as part of the CFS, with the understanding that the base fare will remain \$2.75 and that the ridership projections included in this RFP do not include proportions of riders by fare type:

- a. Discount fares for seniors, small children, students, and riders with disabilities;
- b. Discounted monthly passes;
- c. Bicycle surcharges; and
- d. Externally controlled fuel surcharges may be contemplated, but must be commensurate with the magnitude of fuel cost increases distributed among average ridership.

If Routes are awarded to multiple Operators, NYCEDC will establish CFS-wide discounts and passes as applicable to each Route, to be implemented by all of the Operators as directed by NYCEDC.

4.2.3.3 Transfers

The CFS will provide customers free transfers between Routes.

4.3 Shuttle Bus Operations

In general, ferry service route planning assumes that riders will generally access ferries as pedestrians from within a half-mile area around the Landing. Shuttle bus operations may support specific Landings where residential density is lower than at most Landings or where a high density of residential units is reasonably close to a Landing, but not within ready walking distance.

A determination on applicable shuttle bus operations for the Routes has not been made by NYCEDC at this time. NYCEDC reserves the right to issue an addendum to this RFP in advance of the Proposal filing deadline requesting Respondents to include in their Proposals shuttle bus service in connection with certain Routes as determined by NYCEDC. Alternatively, after the filing deadline has been closed, NYCEDC may ask some or all Respondents to the RFP, as applicable, to amend and resubmit their Proposals with the inclusion of shuttle bus operations for certain Routes as determined by NYCEDC. Such shuttle bus operations responses would then become part of the selection criteria for a Respondent's overall Proposal.

Notwithstanding the forgoing, as of the RFP release date, Respondents should plan to submit proposals without shuttle bus operations and ridership estimates should be commensurate.

In the event that NYCEDC elects to include shuttle bus operations as part of this RFP (before or after the Proposal filing deadline), it is contemplated that the Operator would provide shuttle service free for ticketed ferry riders.

NYCEDC may also elect to issue a separate RFP for shuttle bus services in connection with certain Routes.

4.4 Branding and Sponsorship

In general, NYCEDC does not expect to use the existing branding of the Respondents, including marketing, imprints, styles etc. It is the intention of NYCEDC to identify a comprehensive brand package for the CFS. Development of the brand package will be guided and controlled by NYCEDC. The brand package will be fully integrated across all aspects of the CFS, including, without limitation, a "universal" brand name for the CFS. All vessels, uniforms and marketing materials will utilize the branded sponsorship and relevant imprints and style guides. The intent is not to "rename" each of the Operator's vessels, but to globally name the CFS. To that end, all Respondents must plan to provide vessels, crew uniforms, and equipment with a blank livery or make blank liveries available. NYCEDC (or its designee, as applicable) will be the owner of any intellectual property (i.e. trademarks, URLs etc.) and/or other branding elements developed in connection with CFS.

Respondents may, but are not required, propose specific brand sponsors as partners; however, Proposals cannot be contingent on the participation of a brand sponsor. A brand sponsor should provide a letter of interest proposing the specific branding scheme and financial considerations required. Under any Respondent selection scenario (Comprehensive Response or Route Response), NYCEDC will retain ultimate control over the brand package.

5 Scope of Services

Respondents must submit proposals that address the following two general categories of services: (1) Route Support Services and (2) System Support Services. Route Support Services are further divided into operational elements and Route Support Services (reporting requirements, pre-launch requirements, traveler information, system coordination). The hierarchy of these services is shown below in Figure 5.1. The descriptions of the services included in the Scope of Services are not intended to limit the required services, but rather, the Operator will be required to perform all actions necessary to undertake the Scope of Services set forth herein fully and completely.

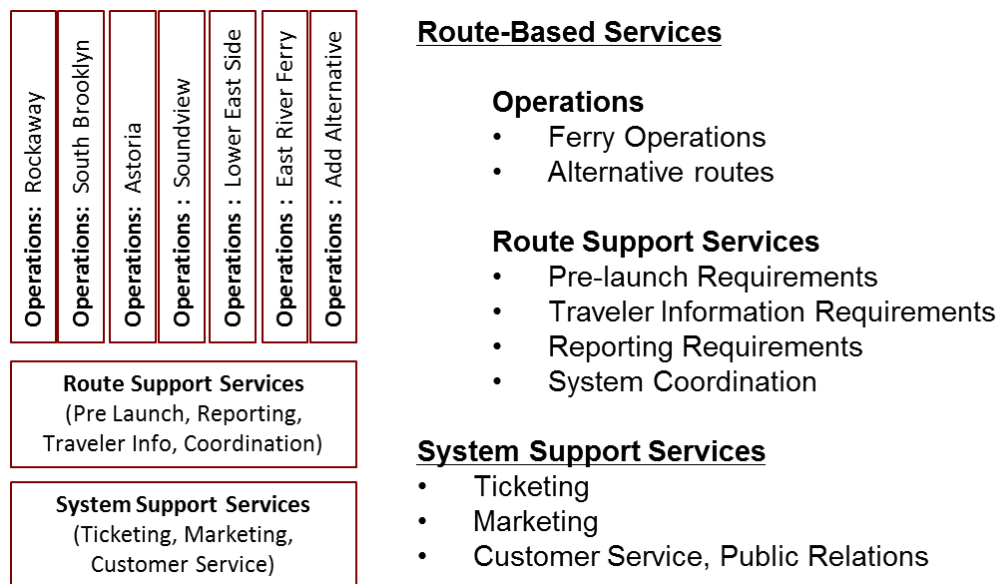


Figure 5.1 - Overview of Scope of Services

Details about Proposal procedures and requirements are highlighted in Section 6. In general, Respondents are encouraged to propose Comprehensive Responses that include all Route-Based and System Support Services. Route Responses that only propose operation of one or multiple Routes, but less than the full system, should only contain Route Based Services for the Routes proposed. System Support Services are not required and will not be considered for Route Responses. The response types are summarized in Figure 5.2.

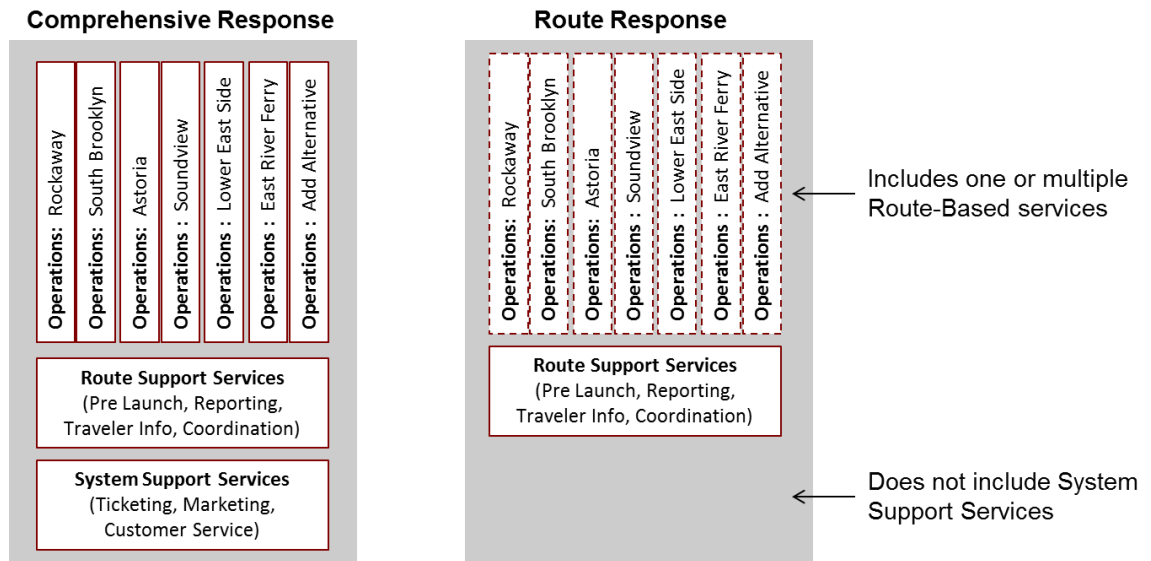


Figure 5.2 - Overview of Response Types

5.1 Route Based Services

5.1.1 Operations

5.1.1.1 *Ferry Operations*

Operators are expected to provide ferry operations that are consistent with the parameters identified in Section 4.2.

- a. Provide and maintain all equipment and staff necessary to provide the ferry service for the applicable Route (the “Ferry Services”) as further described in Section 4.2.1, including vessels, motor vehicles, communication equipment, safety equipment, and any other equipment that is required.
 - Vessels must meet minimum capacity to accommodate existing and anticipated ridership demand at each Landing;
 - Vessels must be capable of safely and reliably operating the proposed route and traversing the New York Harbor, East River, and Rockaway Inlet under typical environmental conditions;
 - Respondents should strive to provide vessels that minimally impact the Harbor and surrounding communities. Examples of vessel characteristics may include, but are not limited to: higher tier engines, engines with emissions controls, low noise engines, low-emission engines, use of clean burning fuels, and wake mitigation technology;
 - Vessels should hold a minimum of 149 passengers in climate controlled seating. In the event that a Respondent wishes to propose the use of a smaller capacity vessel, Respondent must demonstrate that the proposed vessel can accommodate the reasonable maximum number of travelers per trip based on the Ridership Projections in Section □ and the Service Design in Section 4.2.2;
 - Vessels must be ADA & LL68 compliant;

- Vessels must have ample bike and stroller storage;
 - Vessels must be kept in a good and clean condition;
 - Vessel must have public restrooms with adequate capacity available and working for passengers at all times;
 - Vessels are encouraged to provide food and beverage concessions that include creative integration with locally sourced food and beverages; and
 - Vessels must be provided with a blank livery and must be willing to accept sponsorship and branding prescribed by NYCEDC, consistent across the fleet and CFS.
- b. While ticketing is a service considered separately in Section 5.2.1, Respondents proposing operations are expected to implement the fare validation/collection policies dictated by a uniform ticketing solution (to be included in Comprehensive Response, or if no Operating Agreement is awarded on the basis of a Comprehensive Response, then as determined by NYCEDC in its discretion). This may include punching or visually validating tickets as riders board a ferry. Electronic ticketing solutions are envisioned as described in the ticketing section of this RFP.
- c. Subject to applicable agreements allowing access to Landings, maintain the Landing free of debris and garbage and provide snow removal services as necessary to ensure safe passenger transfers until shoreside. In the event that multiple Respondents are selected for service to a single Landing, each Operator serving the Landing shall be jointly and severally responsible for this obligation.
- d. Propose a staffing plan for managing queues
- e. Hire, train and supervise all personnel necessary to perform the Scope of Services and make good faith efforts to: (1) participate in workforce development programs, (2) meet M/WBE goals and HireNYC goals and (3) creatively partner with community and educational institutions to provide resources to the affected communities. NYCEDC shall have the right to recommend Operator personnel changes if necessary to ensure the safe and effective performance the Scope of Services during the term of the Operating Agreement.
- f. Schedule and dispatch crews and vessels as necessary to perform the Scope of Services
- g. Develop a series of contingency plans to address:
- Adverse weather conditions including ice and high winds;
 - Operations, in the event that any vessel be taken out of service, to ensure minimal disruption to service and that no other route would be affected by a delay in service; include in this plan where vessels will be homeported and where vessels will layover; and
 - Ensure swing boats are properly branded as per NYCEDC requirements.
- h. In conjunction with NYCEDC and other Operators, develop and publicize periodic service changes to the CFS (e.g., changes to the schedule, fares, the Landings, etc.), as needed.

- i. Maintain a Safety Management System with third party oversight outside of the United States Coast Guard (“USCG”), including, but not limited to, ABS, Lloyds, or DNV.
- j. Maintain an Engineering Management and Preventive Maintenance System that tracks engineering casualties, performance metrics, and preventive maintenance.
- k. Allow NYCEDC the ability to audit Safety Management System, Engineering Management and Preventive Maintenance System at any time, without reason, upon reasonable prior notice, except in the case of an emergency wherein prior notice will be given to the extent practicable.

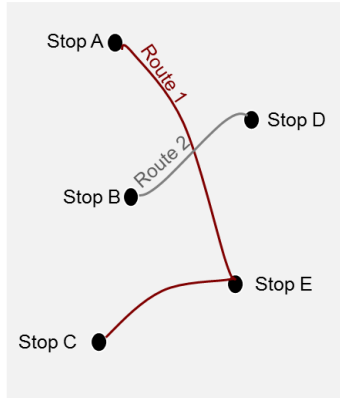
5.1.1.2 Alternative Routes

In addition to a response for the specific Scope of Services identified above, respondents providing a Comprehensive Response are invited to propose alternative service configurations according to the following considerations:

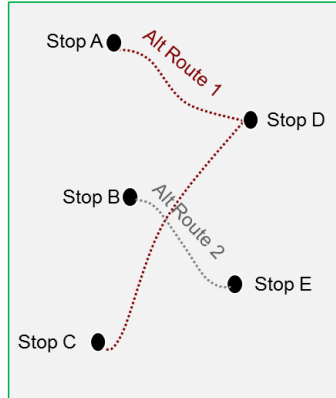
- a. If proposing a reconfigured Route, Respondents should demonstrate efficiencies or improvements to operations or ridership potential compared to the Routes identified in Section 4.2.1.
- b. In the event that a route is reconfigured, it must represent all landings identified in the routes it is reconfiguring. For example, an alternative configuration to the Lower East Side and Astoria routes must include Astoria, Roosevelt Island, and Long Island City-North, East 34th Street, East 23rd Street, Grand Street and Wall Street/Pier 11.
- c. Headways provided in the proposed routes must be largely consistent with the headways identified in Section 4.2.2.2.
- d. Travel time to either East 34th Street and/or Pier 11 should be largely consistent with the travel times identified in Table 4.5.
- e. Alternative routes may not propose service to landing locations not identified in Section 4.1.

An illustration of acceptable alternative routes is shown in Figure 5.3.

CFS Routes (Section 4.2.1)

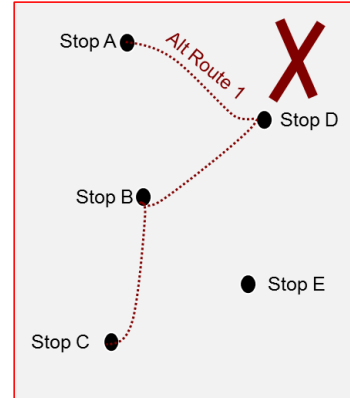


Acceptable Alternative



All stops from requested routes are served in the alternatives routes. Can be done with a different number of routes. Headways and travel time are generally consistent with CFS Routes and Landings.

Unacceptable Response



Some stops from requested routes not served.

Figure 5.3 - Guidance for Alternative Route Proposals

5.1.1.3 South Brooklyn Route with Governors Island (“SBGI”)

In addition to a response for the specific Scope of Services identified above, respondents providing a Comprehensive Response and/or Route Based Response for the South Brooklyn Route are required to submit a second proposal for the South Brooklyn Route including the Governors Island Ferry Landing Stop. NYCEDC, in its discretion, may require the Governors Island Ferry Landing as a regularly scheduled stop to the South Brooklyn Route.

5.1.1.4 Alternative Ferry Concepts

While NYCEDC relies on its experience working with private ferry operators and planning for the City’s future ferry opportunities in order to procure an effective CFS, Respondents are invited to propose general alternatives to the service configurations identified in this RFP (“Alternative Ferry Concept Submission”). Notably, Respondents are asked to present alternative routes, stops, hours and general operating parameters that they feel provide increased ridership or operating efficiencies. This request for information is intended to support future planning efforts independent of the launch of the CFS as described in this RFP. Notwithstanding the forgoing, NYCEDC reserves the right to implement any or all of a Respondent’s Alternative Ferry Concept Submission as part of the CFS. (See Appendix 2)

No information presented by Respondents under an Alternative Ferry Concept Submission will be used as selection criteria for this RFP.

5.1.1.5 Route Support Services

Aside from the safe and efficient operation of the Ferry Services described in Section 4.2.1, as part of the Scope of Services, Respondents are expected to provide a number of auxiliary services that support the Ferry Services. In general, only one plan for Route Support Services will be required for the tasks identified in this section regardless of the number of Routes proposed by a Respondent. Any deviations in Route Support Services required for the different Routes should be clearly identified.

5.1.1.6 Pre-Launch Requirements

Participate in pre-launch system, planning, testing, and validation to ensure system safety, security, interoperability, and customer service experience. The pre-launch process requires the operator(s) to coordinate with NYCEDC to:

- a. Develop standard operating procedures and protocol, (“SOP”).
- b. Create a unified system of governance for operations.
- c. Test and validate using a stress test (“Stress Test”) methodology. The Stress Test is a comprehensive set of scenarios and conditions that challenge administration, customer service and operations. The purpose is to ensure NYCEDC and Operator(s) are qualified to operate the system safely.

The entire Stress Test process and system certification is anticipated to take two months. Operator(s) are required to fully participate and contribute with vessels and staff on development, testing, validation, and certification. The Stress Test is expected to begin in the first calendar quarter of 2017.

5.1.1.7 Traveler Information Requirements

For each Route, Respondents must provide adequate traveler information in keeping with the latest open transit data standards. NYCEDC expects Respondents to have open data policies that ensure that all real-time and schedule data are available to the public. Ridership and other performance-based information will be reported separately; however, it is intended that such information will ultimately be provided to the public in a relevant format.

5.1.1.7.1 Customer-Facing Information

Respondents must provide traveler information to the public using a mix of media on landings, on-board vessels and remotely using mobile devices. Customer information includes schedules, routes, real-time arrival predictions, vessel and, if applicable, shuttle bus locations, planned and unexpected delays, schedule changes, and other information as needed. Information should be provided in ways that allow access to all individuals, including those with auditory or visual impairments.

For information at Landings, all Proposals should include plans and costs for installing and maintaining digital infrastructure in the form of LED panels (similar to those found in subway stations).

5.1.1.7.2 Open Data Standards and Access

At a minimum, all Respondents must plan to provide General Transit Feed Specification (GTFS) formatted data for schedules and routes on its website and to major transit data users (such as Google Maps, Bing Maps, Yahoo, etc.). Real time arrival information must also similarly be available in the appropriate live feed format hosted by the respondent in GTFS-Real-time format or, potentially, using the Service Interface for Real Time Information (SIRI) format.

All data generated as part of the system will be publicized under an open data license or, at a minimum, available for unlimited and unrestricted use by NYCEDC, which may be shared with the public.

System alerts will be provided by ferry operators using the latest open data standard application programming interface (API) including GTFS-RT, SIRI or others. The Respondent must

demonstrate that the standard chosen is in use by common transit information apps and services.

5.1.1.7.3 Open Source Software

NYCEDC has a preference for respondents to utilize open source applications due to their cost-savings and ability to leverage best practices among transit service providers. All code, applications and intellectual property that are not provided under an open source license will be available for unlimited use and modification by NYCEDC, and any data gathered and/or tabulated in connection therewith may be shared with the public.

5.1.1.8 Reporting Requirements

Operators must provide to NYCEDC, in a format acceptable to NYCEDC, reports on Ferry Service, food and beverage service, marketing and customer service.

Operators must maintain an active database with ridership and operating statistics from which any of the service-related reports identified below can be prepared. The database must be in Microsoft Access or a similar open-source database.

NYCEDC must have direct access to raw data in the database, but a number of reports will be generated by the Operator and submitted to NYCEDC as identified below.

- a. On an immediate basis:
 - Any event that is required to be reported to the USCG must be immediately reported to NYCEDC.
- b. On a quarterly basis:
 - Financial statements, including income, balance sheet and cash flow.
 - Progress reports with respect to achieving HireNYC goals in terms of hiring, retaining, and promoting “Target Population” workers. Target Population is defined as workers with an income below 200% of the Center for Economic Opportunity poverty threshold. Description of Center for Economic Opportunity income threshold is available here: http://www.nyc.gov/html/ceo/downloads/pdf/ceo_poverty_measure_2005_2012.pdf
- c. On a monthly basis:
 - Total fuel utilized in the provision of the CFS;
 - Data detailing types of fares purchased in association with the CFS (e.g., single one-way, daily, weekly or monthly passes, etc.), correlated by Route, Landing, date of sale, fare media (e.g., tickets, fare cards, passes, smart phone apps, etc.), point of sale (e.g., on site, onboard, online), purchase method, payment method (cash or credit card) and date of use; and
 - Data detailing On-Time Performance as described in Section 4.2.2.4.
- d. On a weekly basis:
 - Daily ridership statistics for the CFS, including the number of passengers embarking and disembarking at each Landing on each vessel;

- Number of service interruptions, length of service interruption, reason for service interruption, estimated passenger trips lost due to service interruption
- e. On an annual basis:
- Safety Management System performance report and presentation for NYCEDC to include a review of all regulatory compliance requirements, near miss events, loss time injuries, events reported to the USCG and/or requiring emergency responders, and lessons learned. Note that near miss events and emergencies will be immediately reported but an aggregated presentation is required on an annual basis.
 - Engineering Management and Preventive Maintenance annual report and presentation to NYCEDC in coordination with the Safety Management System Review.
 - Annual Environmental Reporting on total fuel consumed, total nautical miles traveled, and any spills, violations, or environmental incidents.
- f. National Transit Database
- The Operator is responsible for following all reporting requirements of the National Transit Database on behalf of NYCEDC. Passenger trips and other metrics requested in the NTD will be accrued to the City by the Operator.

5.1.1.9 System Coordination

The CFS seeks to create a unified customer experience. The Respondent will submit a plan (the “System Coordination Plan”) that clearly describes a Respondent’s intent to coordinate and de-conflict between subcontractors, other Operators (if any), NYCEDC, and regulators. If NYCEDC chooses to award multiple Operating Agreements through the Route Response option, the System Coordination Plan will be particularly important for evaluating Respondents. Furthermore, the Respondents will identify their ability to operate with other providers of System Support Services described in 5.2. The System Coordination Plan requires:

- a. Statement of willingness to ensure a unified customer experience by working in coordination with NYCEDC, the City, contractors, and other operators.
- b. Description of how the operator will work towards system cohesion;
- c. Participation in periodic coordination meetings between operators to review lessons learned and improve the CFS. This includes but is not limited to marketing, ticketing, customer service, levels of service, schedule planning, and operations reviews;
- d. Description of how the Respondent will participate in a CFS oversight and safety committee.
- e. For the purposes of this RFP, Route Respondents only should assume six different route operators and a separate procurement for System Support Services. The Coordination Plan is the means to support NYCEDC goals of a unified system.

Comprehensive Responses should focus on sections a-d above.

5.2 System Support Services

There are three independent tasks that will provide support to the full system of Ferry Services, and must be proposed as part of a Comprehensive Response. Route Respondents will not respond to these System Support Services. In the event that NYCEDC does not select a Comprehensive Response, then it is contemplated that NYCEDC, in its discretion, will coordinate System Support Services with the Operators through an alternative procurement process.

5.2.1 Ticketing

Develop, publicize and maintain a ticketing system that accommodates the fare structure identified in Section 4.2.3 and that addresses the following elements.

5.2.1.1 Fare Payment

- a. Operators are expected to supply any outdoor-weather and graffiti-proof ticket vending machines (“TVMs”) required for issuing tickets. TVMs are expected to be located on barges. In the event that a TVM is required to be placed upland, the Operator will be responsible for obtaining permission from the upland owners regarding the placement and installation of the TVM. The TVM must comply with all relevant zoning regulations, laws, rules, regulations, and orders (“Legal Requirements”). At some existing Landings, the maximum allowable footprint of TVMs is 12 square feet.
- b. Any ticketing system must accommodate a fare payment using cash (bills and coins) and major credit and debit cards.
- c. Other digital payment methods such as PayPal or Venmo may be acceptable at the discretion of the Operator.

5.2.1.2 Fare Media

- a. Respondents have considerable flexibility as to proposed fare media as long as a physical ticket is available for those paying in cash and a mobile solution (for smartphones, tablets or SMS-based phones) is also available.

5.2.1.3 Fare Issuance

- a. Riders must be able to pay fares and receive proof of payment using a ticketing kiosk to be provided by the Operator on the barge.
- b. Riders must be able to pay fares and receive proof of payment using a mobile app, developed for (at a minimum) Android and Apple users. This app may be integrated with a traveler information app.

5.2.1.4 Fare Validation

- a. Fare payment must be able to be validated by a variety of on-board deckhands in an easy process that does not disrupt boarding procedures. An example of this system is requiring deck hands to make a visual inspection of an animated screen generated when a passenger activates a ticket.
- b. Physical tickets may be validated with a simple ticket rip system, as long as there is a record of fares paid.
- c. Respondents must provide SOP for ferry operators that will be validating fares.

5.2.1.5 Communication/Other

- a. Develop, publicize, maintain and enforce a clearly written operating policy for patrons (e.g., refunds, bicycles onboard, ticket expiration, etc.); which should tie into the overall customer service plan.

5.2.2 Marketing

Develop and execute a comprehensive marketing campaign and maintain an annual marketing plan for the CFS, including, but not limited to the following: a web site, print advertising (collateral & print ads), signage, and a digital campaign. Marketing materials should contain information for the Ferry Service, including schedules, fares, fees and policies associated with the Ferry Service. The overall brand strategy should follow global guidelines to be approved by NYCEDC.

5.2.2.1 Web Site

- a. A website with basic information about the Ferry Services, including schedules, fares, fees and policies associated with the CFS
- b. The web site should be tested on multiple browsers (at least these 3 - Chrome, Safari, Firefox) and be mobile format compatible across Android, BlackBerry, and IOS operating Systems
- c. The web site should have a 24/7 guaranteed up time during the term of the Operating Agreement

5.2.2.2 Print Advertising & Collateral Materials

- a. Create a print advertising campaign to reach specific audiences, where appropriate, on prescribed routes and audiences not typically reached or missed by digital campaigns or other means
- b. Create collateral materials such as flyers, brochures and or promotional cards with basic information about the Ferry Services and a distribution plan for said media

5.2.2.3 Signage

- a. Signage with basic information about the Ferry Services that is available/visible to patrons at the Landings, and surrounding area as appropriate
- b. Signage should come in the way of directional signs and informational signs. Signage may take many forms to accomplish directional assistance and Ferry Service information, but must always comply with the Legal Requirements

5.2.2.4 Digital Campaign

- a. Create and execute a digital campaign using such vehicles as web banner ads, eblasts, newsletters and other online opportunities promoting the Ferry Services to current riders as well as new audience to encourage ridership
- b. Create a customer engagement & social media campaign using such outlets as Facebook, Twitter, Instagram and other trending social media vehicles as appropriate. The focus should be two fold; engage with current riders & recruit new riders

5.2.3 Customer Service, Public Relations, and Customer Communication

Create a customer service and customer communication plan for the Ferry Services, including, the following:

- a. Develop, publicize and maintain a Service Alert Plan for patrons of the CFS in order to provide quick, up-to-date service alerts and disseminate service changes
- b. Develop, publicize and maintain a Customer Service process/protocol to intake customer service inquiries, complaints and commendations, track them, and provide a response to patrons in a reasonable time period not to exceed 2 business days
- c. For items “5.2.3 a” & “5.2.3 b” above utilize all means necessary to connect with customers; this includes but not limited to telephone, social media, email and web site.
- d. Prepare and conduct an annual customer survey (with potential for more frequent customer interaction) that identifies rider demographics, trip characteristics, trends in ridership, customer service issues and other relevant information identified by NYCEDC. The outreach plan should include both existing riders and potential riders from neighborhoods accessible to the ferries. The survey instrument and the specific outreach plan must be reviewed and approved by NYCEDC each time a survey campaign is initiated. Both the survey instrument and outreach plan should yield statistically relevant insights and results. Results should include an executive summary, in-depth review and raw data for responses to be delivered within one month of the conclusion of any survey.
- e. Develop and maintain a public relationships strategy to engage with communities served, elected officials, Community Boards in said communities as well as other interested organizations and civic groups

5.3 General Requirements

Maintain compliance with Legal Requirements, governmental or private entity permitting and/or licensing requirements, including, but not limited to, the following:

- a. The performance of the Scope of Services is subject to all required approvals, which must be obtained prior to entering into the Operating Agreement. The Operator, at its sole cost and expense, assumes the responsibility for obtaining the appropriate approvals necessary for entering into the Operating Agreement and performing the Scope of Services, including but not limited to:
 - Any required approvals related to improvements and/or installations made by the Operator;
 - Written permission from the City agency, State agency, or private owner having ownership of each of the Landings for docking vessels and making any improvements or installations at each of the Landings;
 - All ferry operators selected to provide ferry service as described in this RFP shall be required to obtain a Private Ferry Operator License issued by the New York City Department of Transportation (“DOT”) (the current form of license is attached to this RFP as Appendix 13). All ferry operators that will not utilize Landings under the jurisdiction of the New York City Department of Transportation (“DOT”) shall be required to obtain a Limited License as that term is described in the Private Ferry Operator License. All ferry operators that

utilize Landings under the jurisdiction of DOT (said Landing that are listed in this RFP are Schaefer Landing/South Williamsburg, 90th Street in Manhattan, East 34th Street in Manhattan, Wall Street/Pier 11 in Manhattan and East 62nd Street in Manhattan) shall be required to obtain a Full License as that term is defined in the Private Ferry Operator License. As noted above the East 62nd Street Landing has not been constructed as of the date of this RFP. Respondents are made aware that the terms of the current Private Ferry Operating permit are subject to change following the issuance of this RFP.

- Any other approvals that may be required for performance of the Scope of Services.

b. Maritime Transportation Security Act 2002:

- Certain City-owned landings are owned by NYCDOT and operated pursuant to a U.S. Coast Guard-mandated and approved facility security plan administered by NYCDOT. All operators utilizing these landings are required at all times to comply with this New York City Department of Transportation Facility Security Plan.
- Other City-owned and non-City-owned Landings may also require a U.S. Coast Guard-mandated and approved facility security plan. In some instances the selected operator may be responsible for obtaining such approvals as directed by NYCEDC.

6 Proposal Requirements for All Respondents

In order to be considered responsive a Proposal must include all requirements (the “Requirements”) described in this Section 6. NYCEDC is seeking two types of proposals: (1) Comprehensive Responses and/or (2) Route Responses. Respondents may submit each type of proposal, but they must be submitted as separate proposals. Each type of proposal has specific requirements that may differ from the other. Additionally, NYCEDC will entertain Alternative Routes as described above in Section 5.1.1.2. Alternative routes may be separately proposed as part of a Comprehensive Response. NYCEDC, in its discretion, reserves the right to award an Operating Agreement to one Operator or multiple Operators or no Operator. In the event that multiple Route Respondents are selected, instead of a Comprehensive Response, NYCEDC, in its discretion, may procure an entity to provide the System Support Services through a separate procurement process. The following section contains details on how to respond to this solicitation. An example format for Proposals is found in Appendix 3.

6.1 Respondent Description

- a. Description of each member of Respondent’s team, including his or her relationship to the Proposal and capacity to commit to the timely implementation of the Proposal.
- b. Name, address, telephone number, fax number and email address of the individual who will be authorized to act on behalf of the Respondent as the primary contact and who is available to answer questions or requests for additional information.
- c. Background information on all members of the Respondent’s team, including their relevant experience. Respondent should also identify total number of employees currently and expected number of employees in the event that a Comprehensive Response is accepted.

6.2 Response Description

Proposals should provide a clear indication of whether or not Respondent is submitting a Comprehensive Response or a Route Response. Descriptions of these two types of responses are set forth in Section 1 (Introduction) and Section 4 (Citywide Ferry System Description) and are further described below. Proposals should also provide a plan (the “Operations Plan”), as further described in Section 6.6, for accomplishing the Scope of Services applicable to the services being proposed, as described in Section 5 (Scope of Services), and should reflect an understanding of the system, as described in Section 4.

- **Comprehensive Response** - includes all Scope of Services identified in Section 5. Respondents should have the following: (a) an Operations Plan for each route, (b) one Route Support Services plan, and (c) one System Support Services plan, (d) Comprehensive Response pro forma (note that the South Brooklyn Route requires two analyses, one with the Governors Island stop, and one without). Additionally, Respondents are required to respond to the Add Alternate Route, which includes a separate (i) Comprehensive Pro Forma including the Add Alternate Route (ii) Operations Plan, (iii) Route Support Services Plan, and (iv) a description of how the Add Alternate will integrate

into the CFS. Respondents should also include a separate pro forma for any Alternative Ferry Concept Submission.

- **Route Response** - Respondents should include one Operations Plan for each route being proposed, and one Route Support Services plan that will apply to all routes being proposed, and separate Route Response Pro Formas for each route response (note that the South Brooklyn Route requires two analyses, one with the Governors Island Landing, and one without). Route Respondents are not eligible to propose an alternative routes. NYCEDC reserves the right to pick one, multiple, or none of the Proposals submitted under the Route Response Proposals.

Any additional documentation that will support the Proposal.

6.3 Proof of Eligibility

- a. Information demonstrating the Respondent has qualified service during the five years preceding the due date for submission of Proposals at least 12 months' continuous experience in operating passenger ferry services or marine transport operations. (If the Respondent is a joint venture, at least one party must demonstrate that it meets this requirement).
- b. Information demonstrating proper licensing and certification to perform the Scope of Services.
- c. Disclosure of accident/incident reports.
- d. Information demonstrating the financial resources required for the timely implementation of the Proposal.

6.4 Minority and Women-Owned Business Enterprises ("M/WBE") Plan

NYCEDC, has set a participation goal as noted in Section 7.5 below. Appendix 10 further details all requirements.

6.5 Workforce Development & Education Plan

It is strongly encouraged that Proposals include descriptions for how, in partnership with NYCEDC, the City and other private partners, the Respondent will develop and implement policies and programs that promote workforce development, including targeted hiring of disadvantaged workers and the employment of a summer youth workforce. The Respondent is encouraged to provide resources to support community education and capacity building of smaller firms. This workforce development and education plan ("Workforce Development & Education Plan") shall also include a plan for achieving HireNYC goals.

6.6 Ferry Service Requirements

- a. Description of the type(s) and number of vessel(s) that would be used to provide the CFS, including the following information for all vessels contemplated for the service:
 - Details outlining where, when and by whom the vessels were constructed. If new construction is required, the Respondent must provide a detailed

acquisition, financing, and procurement plan with a contingency to ensure delivery prior to the routes system, testing and validation period;

- The rated capacity of the vessels;
- The loading configuration (end- or side-loading; single- or double-end; height; etc.) including width of entry;
- Details on the propulsion system and engines for each vessel;
- Details on any emission control measures included on the vessel, such as catalytic converters;
- Type of fuel used – Ultra Low Sulfur Diesel (preferred), Low Sulfur Diesel, Regular or other;
- The maximum sustainable speed;
- Provisions for accommodating persons with disabilities in accordance with LL68 and ADA regulations including for embarking and disembarking passengers at City landings;
- Provision for accommodating strollers and bicycles including the number of each that can be accommodated;
- Galley capabilities for food and beverage services;
- A demonstration that the vessels intending to operate on a particular route can use existing landings as currently configured on that specific route;
- Copies of current U.S. Coast Guard Certificates of Inspection;
- An affidavit certifying that the Respondent is a U.S. citizen and is authorized to operate such vessels on the navigable waters of the United States;
- Demonstration that vessels are capable to serve existing routes and landings and can meet minimum headways consistently while minimizing environmental impacts, such as wake disruption to other waterfront operations.
- In the event that the Respondent does not have assets available in inventory, the Proposal must provide a plan clearly describing how vessels will be acquired; including type of procurement: bareboat charter, lease, purchase, or construction; type of financing;
- In the event that the Respondent chooses to propose a specific brand sponsor as outlined in Section 4.4, Respondent should submit a letter of interest from the brand sponsor including any specific financial commitments, branding proposals and any additional details that may be considered as part of a branded sponsorship; and
- Description of what the plan is to ensure vessels will be available for the Stress Test as described above.
- Follow the sample format in Appendix 3.

6.7 Ferry Operations Plan

An Operations Plan that describes the following:

- Service frequency, running time, operating schedule, vessel assignment, vessel deployment/dispatching plan, staffing plan and route alignment;
 - Contingency plans to address:
 - Adverse weather conditions
 - Uninterrupted operations should any vessel be taken out of service; and
 - Plans to obtain approvals to use the Landings and other authorizations to legally perform the Scope of Services.
 - Plans to control wake impact on other vessels and shorelines.
- b. A description of other elements of the Homeport location and where ferries would layover; CFS, including the following:
- Policies and procedures;
 - Plans for any amenities that would be used to enhance the passenger experience (e.g., beverage service, Wi-Fi, bicycles onboard);
 - Any integrated transportation options; and Other uses for the vessels proposed to operate the Scope of Services—such as off-peak use, weekend use and special event charters—and the frequency with which vessels will be used for these alternative purposes.

6.8 System Support Services

6.8.1 Traveler Information Plan

For each Route, Respondents must provide adequate traveler information as required in Section 5.1.1.7 above. NYCEDC expects Respondents to have open data policies that ensure that all real-time and schedule data are available to the public. Respondents should include in their Proposals a traveler information plan (“Traveler Information Plan”) that addresses customer-facing information, open data standards and access, and open source software. A Route Respondent that does not have the capacity to provide a Traveler Information Plan with all of the aforementioned elements shall be required to implement traveler information protocols as directed by NYCEDC.

- **OPTIONAL:** A description and supporting information, as needed, of any Alternative Ferry Concept Submission. See section 5.1.1.4

6.8.2 Ticketing Plan for the Service

Comprehensive Responses must provide a ticketing plan for the Scope of Services described in Section 5.2.1 using the guidance provided here:

- a. Respondents should propose the types and amounts for each discount, package or surcharge (refer to Section 4.2.3 for examples);
- b. Respondents cannot propose a base fare above \$2.75 for a single trip; For ridership estimates, Respondents should provide estimates broken down by fare type; and
- c. Revenue estimates should equal the sum-product of ridership by fare type and the cost of each fare type.

6.8.3 Marketing Plan

A marketing plan for the Scope of Services described in Section 5.2.2., if proposing to the Comprehensive Response only.

6.8.4 Customer Service/Communications Plan

A customer service/communications plan for the Scope of Services that addresses real-time service alerts, service changes, marketing initiatives and that can quickly and efficiently intake, track and resolve customer inquiries, complaints and commendations. A customer service plan for the Scope of Services described in Section 5.2.3., if proposing to the Comprehensive Response only. Workforce Development Plan

6.8.5 Workforce Development & Education Plan

Respondents are strongly encouraged to include, as part of their Proposals, a Workforce Development & Education Plan that also includes a plan for achieving HireNYC goals. Signed Documents and Submissions

6.8.6 Vendor Information Exchange System (“VENDEX”)

The successful Respondent(s) shall complete and submit the Business Entity Questionnaire and a Principal Questionnaire for each principal of the Operator (collectively, the "Vendex Clearance Forms"). The successful Respondent(s) shall cooperate in supplying any information as may be required with respect to the Vendex Clearance Forms, and any other government review and approval forms.

6.8.7 Local Law 34

All entities doing or seeking to do business with the City, as well as their principal officers, owners and senior managers, must follow the procedures established in Local Law 34 of 2007. In order to avoid the actual link or appearance of a link between governmental decisions and large campaign contributions, lower municipal campaign contribution limits apply to any person listed in the Doing Business Database. Respondents must complete a Standard Doing Business Data Form, found in Appendix 9 and submit it with their Proposal.

6.8.8 HireNYC

NYCEDC recognizes the importance of creating employment opportunities for disadvantaged persons and enabling them to participate in the City's economic growth. Respondents are encouraged to make good faith efforts to achieve the hiring and workforce development goals, comply with process requirements and submit a plan to NYCEDC with their Proposal to

address participation through the HireNYC Program (such plan, the “HireNYC Program Plan”), all as outlined in Appendix 11.

6.8.9 M/WBE

All Respondents must fill out the required paperwork in Appendix 10 clearly outlining the M/WBE process and good faith efforts to achieve the M/WBE goal.

6.8.10 Statement of Agreement

A statement in the form of Appendix 7 signed by an authorized principal or officer of the Respondent that (i) the respondent has read this RFP, including the Appendices and fully and agrees to the terms and conditions set forth in this RFP (including, without limitation, the terms, conditions and limitations set forth in Appendix 12), (ii) the Proposal is a firm offer for a minimum period of one hundred eighty (180) days

6.9 Financials, Fees, and Projections

6.9.1 Description of Requested Compensation; Long-Term Sustainability

The Respondent should describe in detail any compensation it is seeking from NYCEDC or other public agencies/private entities.

It is contemplated that compensation requests be expressed as follows:

Cost of Operations (+) Operations Fee = Base Compensation;

and

Participation Payment (i.e. revenue sharing between NYCEDC and Operator), with narrative

Participation payments must be a part of any Proposal to the extent that any compensation is proposed.

In addition to detailing the compensation sought, Respondents should outline a plan to lower the amount of the compensation over the course of the term of the Operating Agreement, such that the service is self-sustaining after NYCEDC funds have been exhausted. NYCEDC will consider providing compensation only if a plan to limit or eliminate NYCEDC funding in the long-term is provided by the Respondent and is deemed acceptable to NYCEDC. NYCEDC’s goal is to establish a self-sustaining CFS in the long-term.

6.9.2 Pro Forma Statements

There are a total of eight (8) pro formas. The total number of pro formas required for a given Proposal are based on the type of RFP response – Comprehensive Response or Route Response. There are five (5) separate pro forma statements outlining each specific Route Response. The South Brooklyn Route pro forma will be used for the additionally required SBGI proposal. The Comprehensive Response has one pro forma for the entire system, the SBGI proposal that uses the South Brooklyn pro forma, and the Add Alternate pro forma. The Route Responses will use the pro forma that is specific to each Route. Each pro forma should describe any compensation for performing the Scope of Services, including any base

compensation and revenue sharing or participation payment structure (See Appendix 6 for a sample Pro Forma template). A revenue sharing or participation payment to NYCEDC should be a part of any Proposal to the extent that any compensation from NYCEDC to the Operator for performing the Scope of Services is required.

Fares are fixed at a maximum of \$2.75, and any Proposal exceeding the maximum will not be considered. NYCEDC will look favorably upon fare structures that minimize public operating assistance while maximizing ridership.

Respondents are also encouraged to review the Citywide Ferry Study Preliminary Report (<http://www.nycedc.com/resource/citywide-ferry-study-2013>) and Site File. The Pro Formas in Excel format can be found on the NYCEDC Website (www.nycedc.com/RFP). Respondents are required to fill out each Pro Forma as it relates to their response in the excel format provided and formulas should be unlocked.

6.9.3 Ridership Projections

Detailed ridership projections associated with each Route, including estimates of the following items:

- a. Average weekday ridership (measured in one-way passenger trips);
- b. Average passengers embarking and disembarking at each Landing during the morning and evening peak periods;
- c. Expected distribution of ridership types if proposing a multi-fare plan (example: number of children, disabled, elderly, bikes, and strollers). See Section 6.8.2.

NYCEDC will consider providing compensation to the Respondent only if a plan to become a self-sustaining ferry service after NYCEDC funds have been exhausted is provided by the Respondent and is deemed acceptable to NYCEDC.

6.9.4 Financial Projections

Respondents requesting any amount of compensation to provide the Scope of Services should provide a five-year estimate of projected Costs of Operations (as defined in Appendix 5) and revenues. Revenue estimates should include the following:

- a. Fare box revenues;
- b. Revenues from ancillary services, concessions, sponsorship, and advertising;
- c. An operating expense and fuel plan; and
- d. Revenues generated through agreements with developers, property-owners, employers or other third parties.

7 Selection Criteria

NYCEDC will only accept responses from qualified Respondents. NYCEDC will review all Proposals, after which NYCEDC may pursue negotiations with one or more Respondents. NYCEDC may negotiate or enter into a relationship with one or more Respondents. At its sole discretion, NYCEDC may also elect to take no action toward selection.

Selection Criteria that NYCEDC will use in evaluating Proposals include the following.

7.1 Respondent Proposal Plan

NYCEDC will be reviewing the following two types of Proposals:

- (1) Comprehensive Responses (preferred), or
- (2) Route Responses.

Both types of Proposals must include a fare of not more than \$2.75. Described below are the specific criteria for each type of response.

7.1.1 Comprehensive Response

Comprehensive Responses must include the Route Support Services for all six routes (Rockaway, Astoria, South Brooklyn, Soundview, Lower East Side and the Add Alternate Route --East River Ferry Service), and System Wide Services to support the full CFS. Each Comprehensive Response must include the following elements:

- Pre-Launch Plan
- Operations Plan for all six routes
- Traveler Information
- Reporting
- Marketing System-wide
- Ticketing System-wide
- Customer Service System-wide
- Optional Alternative Route Configuration in addition to, but completely separate from the required CFS Proposal
- Vessel Particulars Description (see Appendix 4)
- CFS Pro forma (The CFS Pro forma should show the following analyses: (a) a South Brooklyn Route that includes the Governors Island Landing and one without the Governors Island Landing and (b) with the Add Alternate Route and one without the Add Alternate Route)

7.1.2 Route Responses

Respondents providing a Route Response must propose one or multiple routes identified in Section 4.2.1, or an alternative route as identified in Section 5.1.1.2. This type of response should include a Route Support Services. This type of response should not include System Support Services as described in Section 5.2.

For the purposes of this RFP, Route Respondents may submit one combined proposal, but will ensure that each route is addressed independently and in the context of requirements in Sections 5.1 and 5.1.1.2. Additionally, Responses to the South Brooklyn Route must include a separate analyses labeled “SBGI”, that includes the Governors Island Landing located on the Buttermilk Channel at Yankee Pier. Route Respondents should not respond to the System Support Services identified in Section 5.2 and such services will not be considered in the selection of Route Respondents. Route Respondents will be required use the System Support Services NYCEDC selects. NYCEDC has the right to select one route if multiple are proposed.

Proposals will include:

- A separate Pro forma for each route, see Appendix 6 “Route Specific Pro forma
- Vessel Particulars Description (see Appendix 4)

Examples of acceptable and unacceptable Route Response Proposals are shown in Figure 7.1:

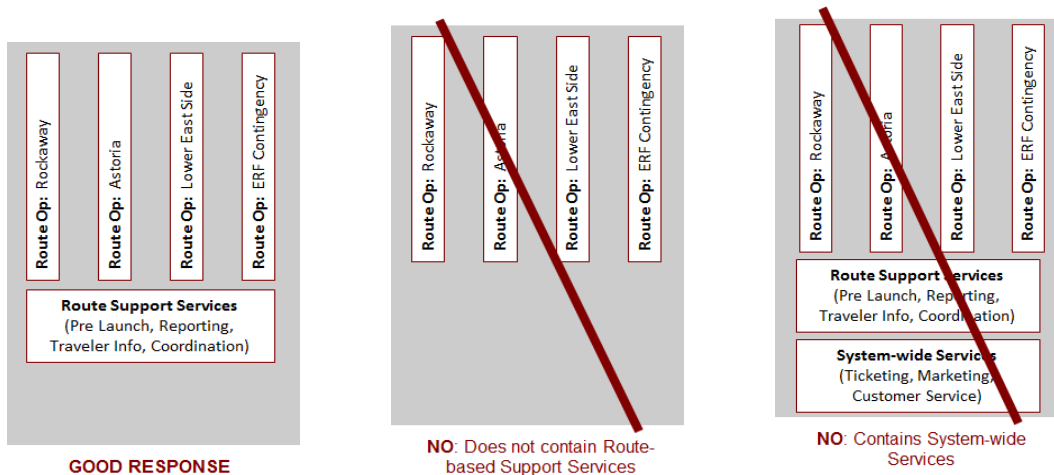


Figure 7.1- Guidance for Route Response Proposals

7.2 Respondents Qualifications and Preparedness

- Comprehensive and Route Respondents:* When evaluating route proposals, NYCEDC will consider Respondents’ experience in operating ferry service or other marine passenger services, financial resources and other qualifications.
- System Support Services:* Ticketing Service, Marketing Service and/or Customer Service-Public Relations functions experience will be based on Respondents’ experience in coordinating and managing the respective function for transit systems or complex government institutions, financial resources and other qualifications.

7.3 Quality of Service

NYCEDC will consider the overall quality of the proposed Scope of Services.

- a. *Comprehensive and Route Respondents*: When evaluating route proposals, NYCEDC will consider Respondents' experience in operating ferry service or other marine passenger services, financial resources and other qualifications. Other indications of quality include hours of operation, frequency of service, reliability (as indicated, for example, by the availability of reserve vessels and a redundancy plan) and passenger amenities to be provided.
- b. NYCEDC will also look favorably upon proposals that demonstrate the following characteristics:
 - Minimize required compensation to the Operator for performing the Scope of Services and maximize ridership;
 - Seamlessly continue the existing ferry service;
 - Provide vessel capacity to meet existing and anticipated ridership demand at each Landing;
 - Accommodate system wide sponsorship, marketing and branding prescribed by NYCEDC on vessels and crew.
 - Shows the ability to coordinate and integrate the Scope of Services across all routes and Operators;
 - Use of low-emission ferry boats or achievement of similar outcomes using low sulfur fuels;
 - Ensure a unified customer experience.
 - If procuring vessels, ability to prove vessels will be purchased, leased, chartered, or constructed in time for system validation.
 - Participation in MWBE practices with a goal of **10-25%**; and
 - Incorporate workforce development, City living wage guidelines, local and low-income hiring, skill development, and partnership with maritime educational institutions

7.4 Compensation and Potential for Financial Self Sufficiency

NYCEDC will consider the amount of compensation requested by the Respondent to perform the Scope of Services. It is contemplated that compensation requests be expressed as follows:

Cost of Operations (+) Fee = Base Compensation;

and

Participation Payment (i.e. revenue sharing between NYCEDC and Operator), with narrative

(See Appendix 5)

NYCEDC will give particular consideration to Proposals that outline a plan towards long-term self-sustainability through an increase of ridership and other means, while fully performing the Ferry Services outlined in Section 4 above without exceeding the \$2.75 fare maximum.

Please be advised that in the event that the Respondent's estimated Cost of Operations is materially less than the actual Costs of Operations (e.g. Costs of Operations are 10-15% less than estimates, subject to negotiation), it is contemplated that NYCEDC will reduce the Respondent's compensation during the term of the Agreement to better reflect the actual Costs

of Operations on a pro-rata or other reasonable basis, to be mutually agreed upon by NYCEDC and the Operator.

7.5 M/WBE Goal

The Respondent's proposed plans for encouraging **10 to 25% participation** by Minority and Women-Owned Business Enterprises ("M/WBE") in connection with the Scope of Services including, as applicable, the respondent's M/WBE Subcontractors Participation Plan or M/WBE Narrative Form. Please see Appendix 10 for forms and a detailed description.

8 How to Submit

In order to be reviewed by NYCEDC, a Proposal must be submitted no later than Friday, June 12, 2015 at 4:00 PM (“Submission Deadline”) in the form of six (6) hard copies and one (1) electronic version on disk in PDF format and a copy of the pro formas in excel format, identified by “2015 Citywide Ferry Service Operator RFP” on the envelope, and delivered to the following address:

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

9 Additional Information

There will be two information sessions in which respondents may choose to ask questions. The two information sessions will be April 16, 2015 at 2:00pm-3:30pm and April 30, 2015 at 2:00pm-3:30pm. The question and answer session, (“Q&A”) will be at New York City Economic Development Corporation located at 110 William Street, 4th Floor Conference 4, and New York, NY 10038. Respondents are asked to go directly to the 4th floor to sign in at the reception desk. All questions and answers from the information session will be posted to the NYCEDC Website www.nycedc.com/RFP (“Website”). Additionally, respondents may submit questions and/or request for clarifications in writing from NYCEDC by email to 2015CitywideFerryService@edc.nyc. Questions must be received by 5:00 p.m. on Friday, May 01, 2015 for NYCEDC to respond. Answers to all questions will be posted by Friday, May 08, 2015 to the Website. All questions and responses can be accessed by interested parties on the Website.

A Site File will be provided upon written request or email from the Respondent to the Respondent’s mailing address as provided to NYCEDC or by in person pick-up. The Site File may include ridership projections (not for reliance), and any hydrographic survey data of proposed Landings, if available to NYCEDC. Site Files provided will cost \$100.00. Such cost is payable, by check or certified money order, upon pick-up in person, at New York City Economic Development Corporation located at 110 William Street, New York, New York 10038; 4th Floor Room 4A/B on either day of the Q&A session. If you would like to purchase the Site Information File by mail, please send a check or money order to payable to “New York City Economic Development Corporation” in the amount of **One Hundred Dollars (\$100.00)** to the following address:

Catherine Castellani
New York City Economic
Development Corporation
6th Floor
110 Williams Street
New York, NY 10038

Upon receipt of payment, the Site Information Files may be transmitted via messenger or FedEx/UPS at the Respondents sole expense. For messenger transmittal, please email ccastellani@edc.nyc schedule a time to send a messenger to EDC. For FedEx delivery, please enclose either a FedEx/UPS Airbill or provide a FedEx/UPS account number with your check or money order.

Please feel free to contact Catherine Castellani with any questions at (212)-618-5000.

Please note the attached disclaimer form must be signed before any files are released.

We will not release the files without a signed disclaimer.

Respondents are strongly encouraged to check the Website periodically for updates throughout the RFP period.

10 Appendices

The following include all of the relevant appendices identified throughout the document.

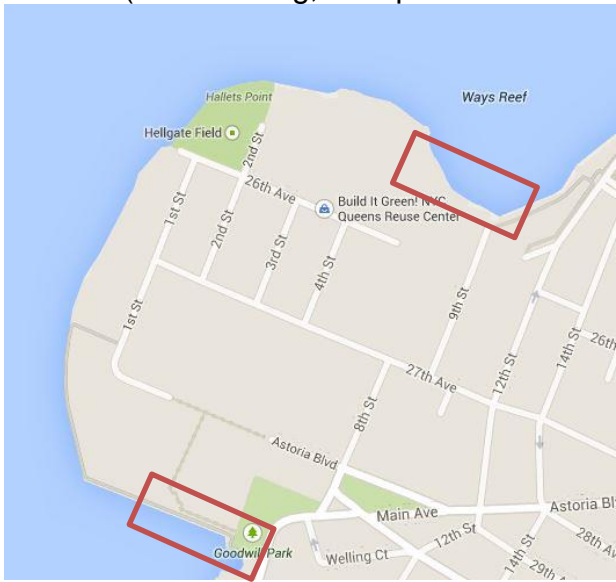
10.1 Appendix 1 – Landing Information

This appendix contains information related to the existing and new landings that will be constructed or reconfigured by NYCEDC. In some cases, the specific site is not yet determined for a new landing; the distance between potential locations is expected to be negligible in most cases. Where a specific site has not yet been specified, a shaded area is shown on the diagram within which the landing will be built.

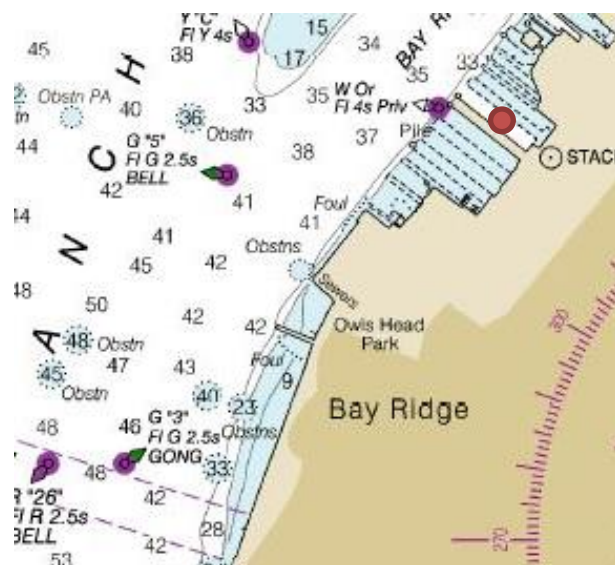
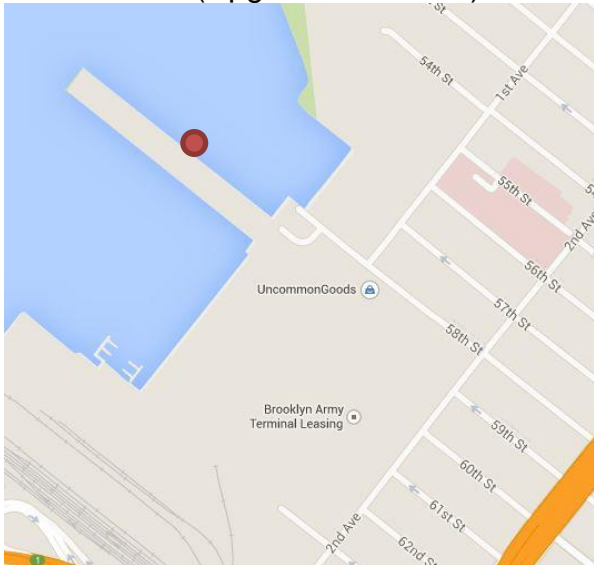
Table 10.1- Landing List and Barge Configuration

Landing Name	Status	Barge Size	Configuration
Astoria, Queens	New	30'x90'	TBD
BAT - Pier 4	Existing, planned upgrade		
Bay Ridge, Brooklyn	New	Planned 30'x90'	TBD
Brooklyn Bridge Park/Pier 1-DUMBO, Brooklyn	Existing		2 bow
Brooklyn Bridge Park/Pier 6-Atlantic Ave, Brooklyn	Existing, planned upgrade	Planned 30'x90'	TBD
Stuyvesant Cove	New	Planned 30'x90'	TBD
East 34 th Street, Manhattan	Existing	1-30'x90' 1-35'x108'	
East 62 nd Street, Manhattan	New	Planned 30'x90'	TBD
East 90 th Street, Manhattan	Existing, planned upgrade	Upgrade to double-bow	2 side
Governors Island, Manhattan	Existing		2 bow
Grand Street, Manhattan	New	Planned 30'x90'	TBD
Hunters Point South/Long Island City-South, Queen	Existing	30'x30'	1 bow
India Street/Greenpoint, Brooklyn	Existing	30'x60'	2 bow
Long Island City North, Queens	New	Planned 30'x90'	TBD
North Williamsburg, Brooklyn	Existing	35'x75'	2 bow
Red Hook, Brooklyn	New	Planned 30'x90'	TBD
Rockaway, Queens	New	Planned 30'x90'	TBD
Roosevelt Island, Manhattan	New	Planned 30'x90'	TBD
South Williamsburg, Brooklyn	Existing	20'x30'	1 bow
Soundview, Bronx	New	Planned 30'x90'	TBD
Wall Street/Pier 11, Manhattan	Existing	4-35'x108' 1-35;x110'	Multiple configurations

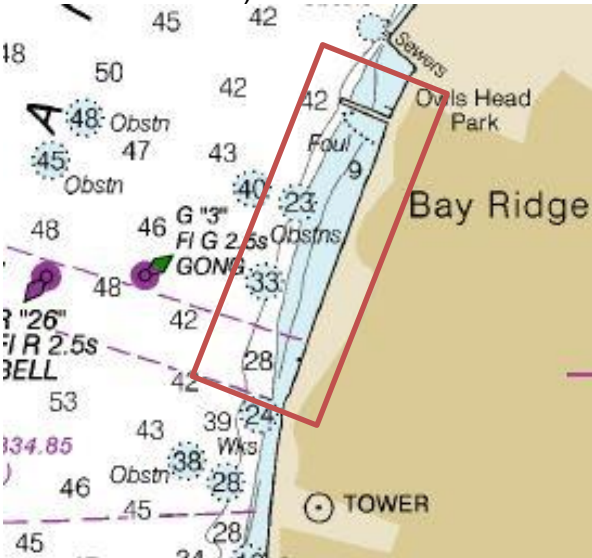
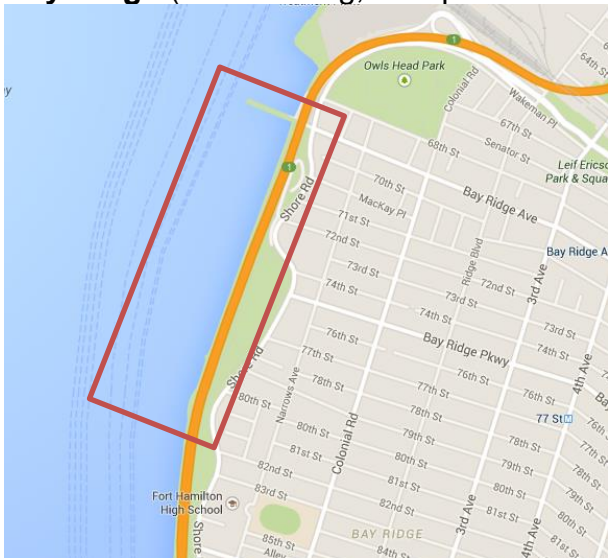
Astoria (New landing, multiple locations under evaluation)



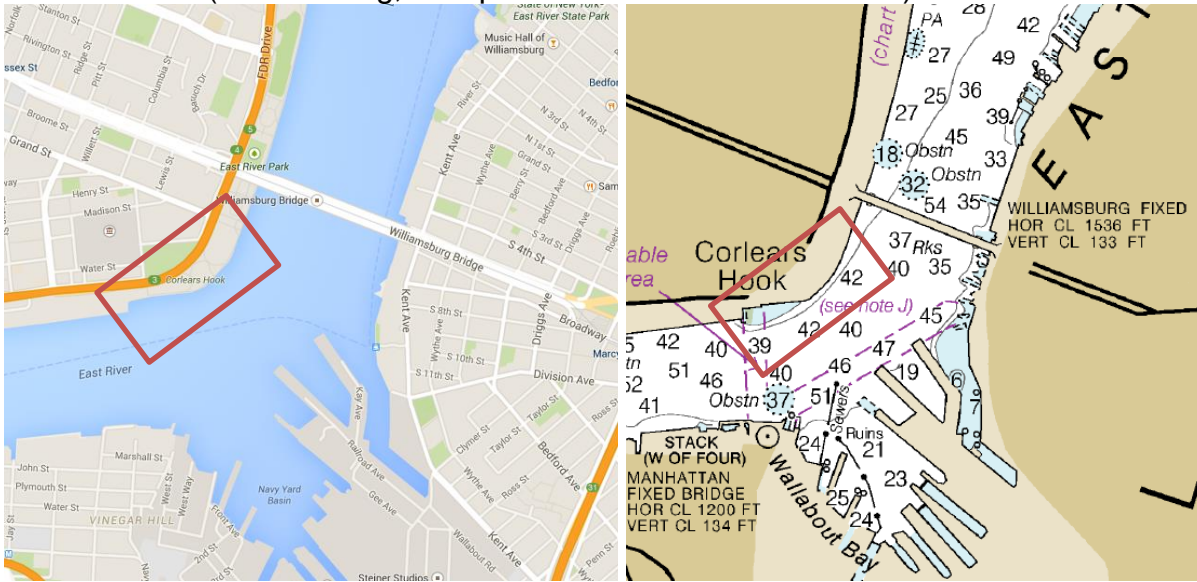
BAT - Pier 4 (Upgrades Planned)



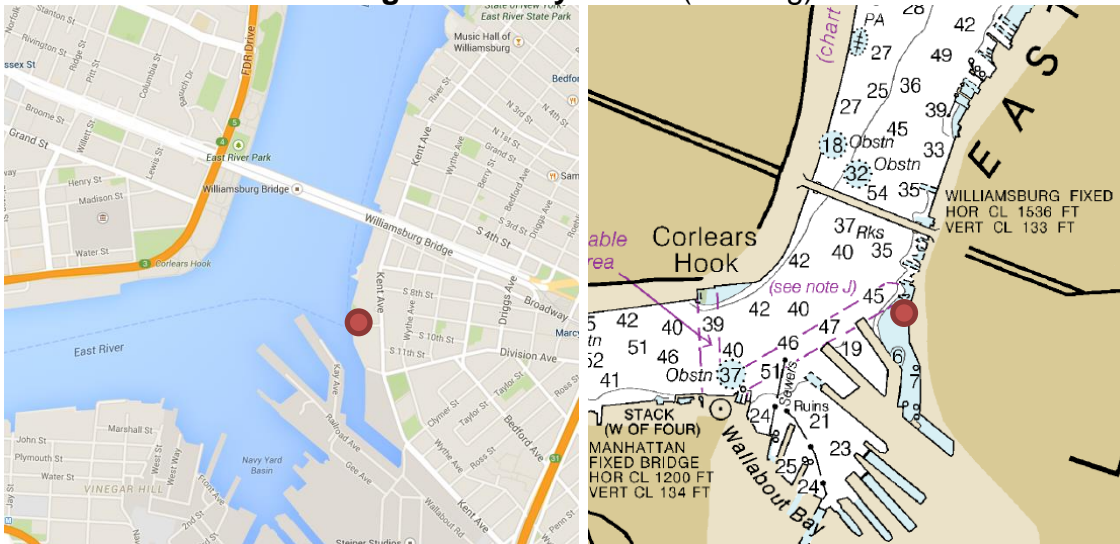
Bay Ridge (New landing, multiple locations under evaluation)



Grand Street (New landing, multiple locations under evaluation)



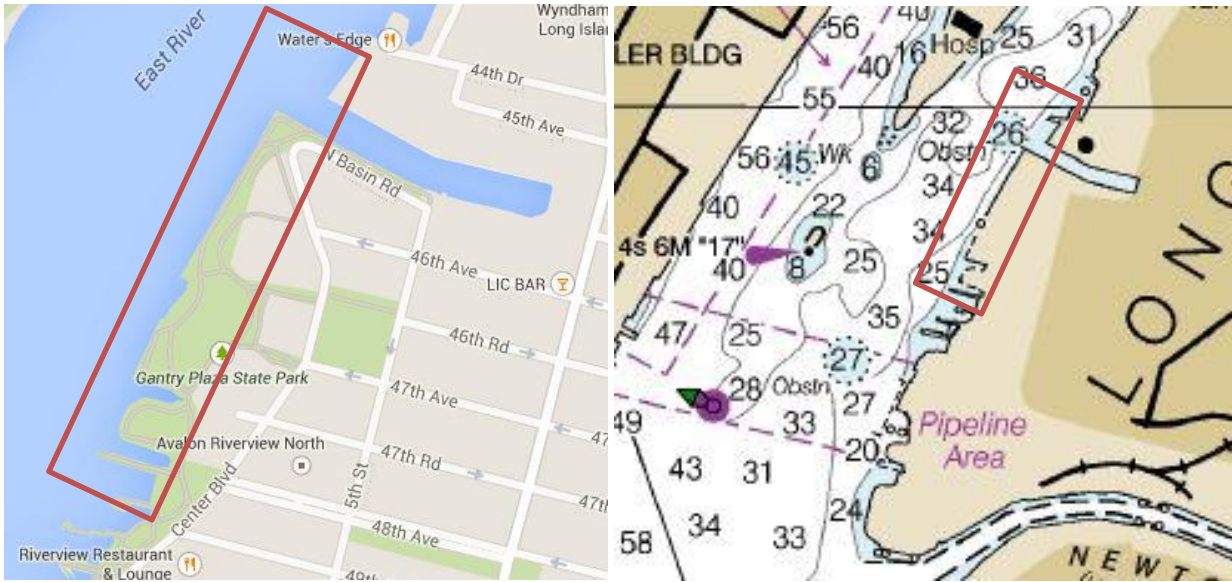
Hunters Point South/Long Island City-South (Existing)



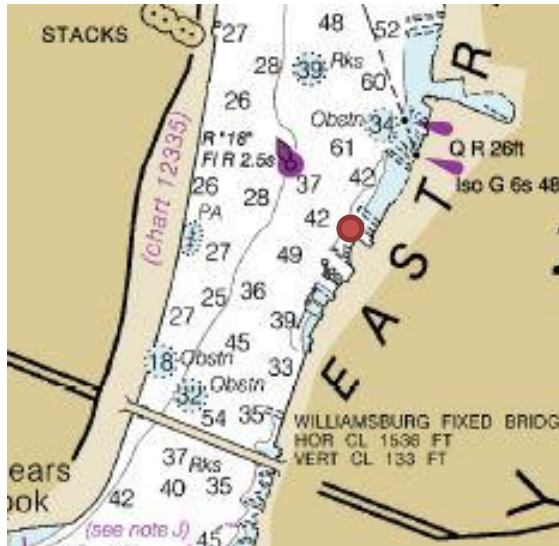
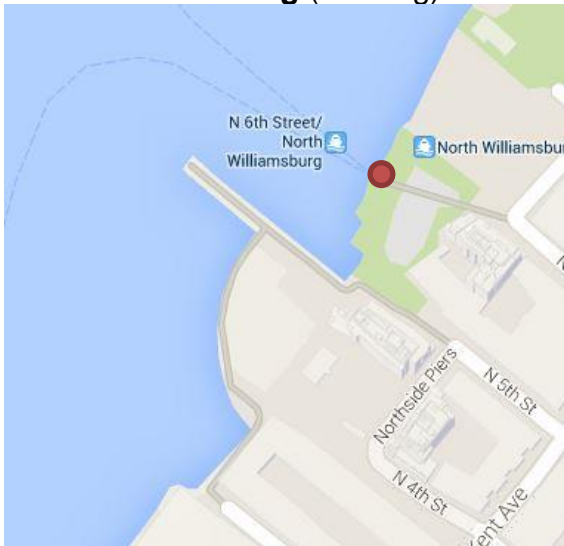
India Street/Greenpoint (Existing)



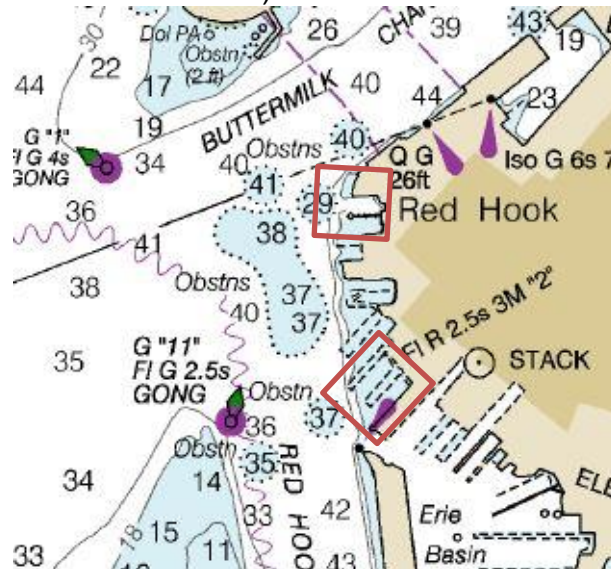
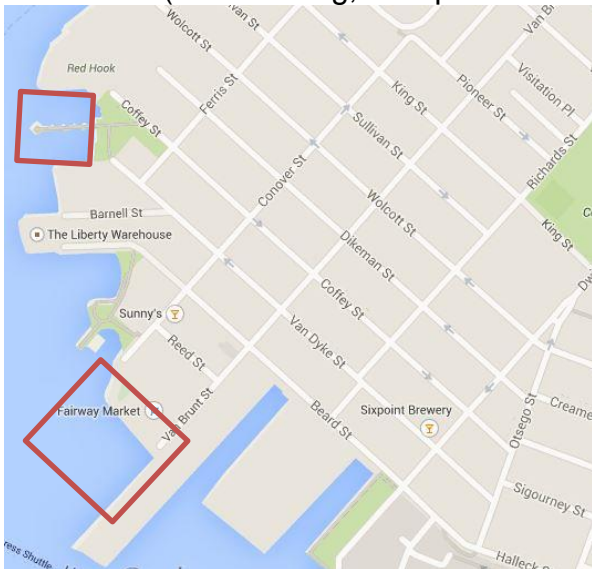
Long Island City North (New landing, multiple locations under evaluation)



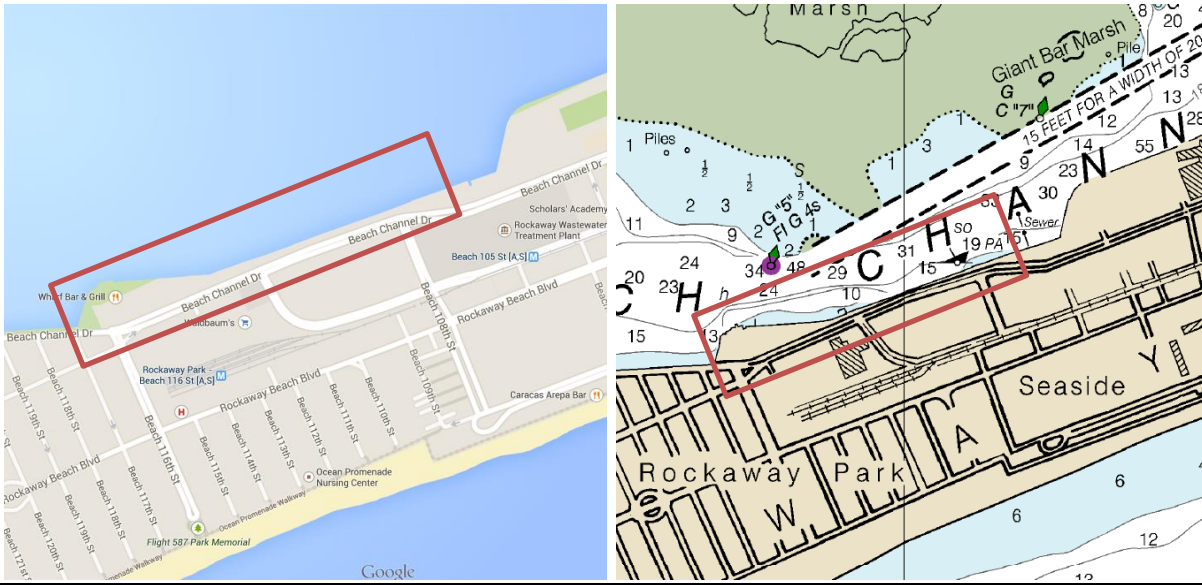
North Williamsburg (Existing)



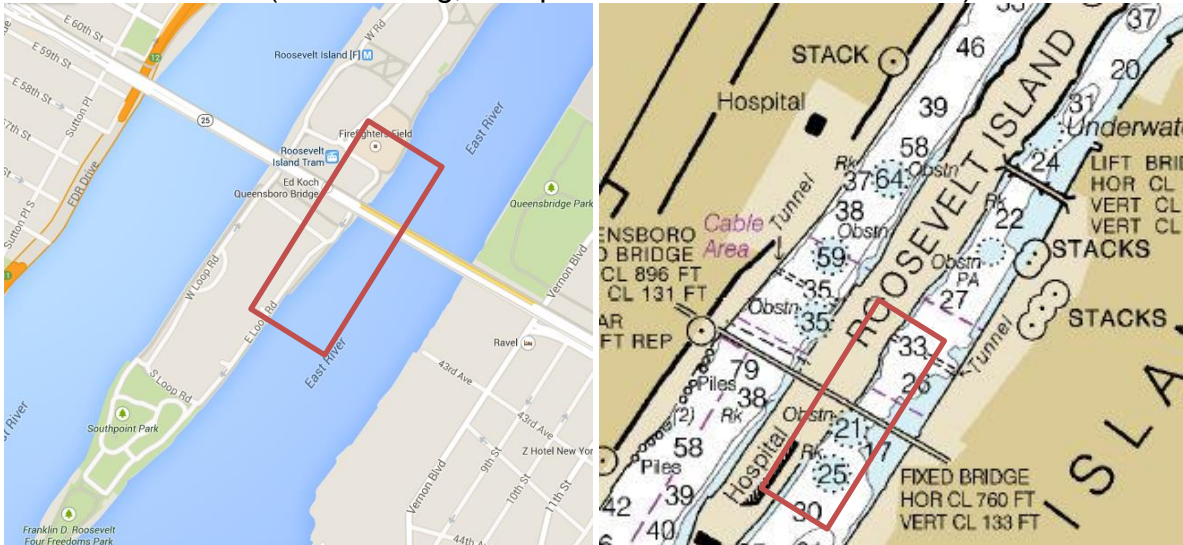
Red Hook (New landing, multiple locations under evaluation)



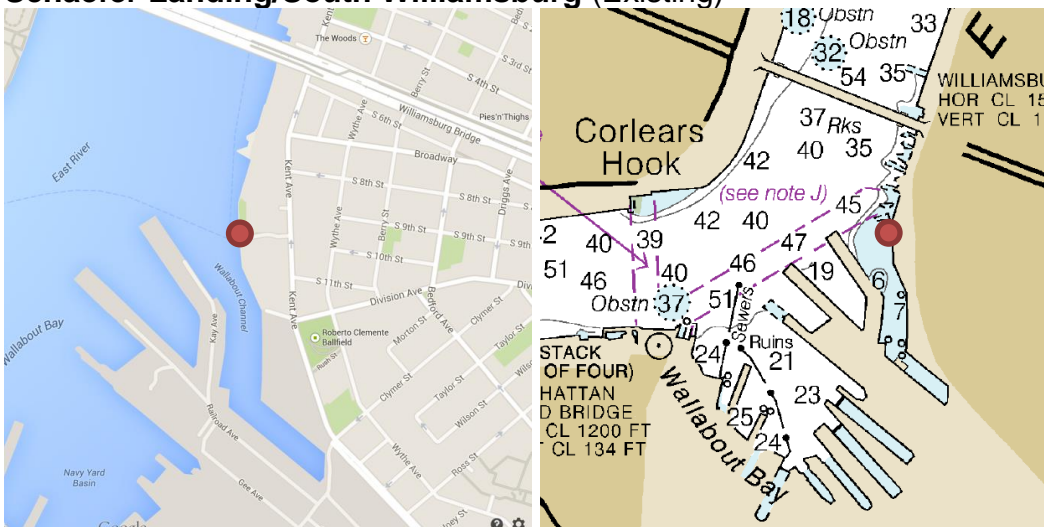
Rockaway (New landing, multiple locations under evaluation)



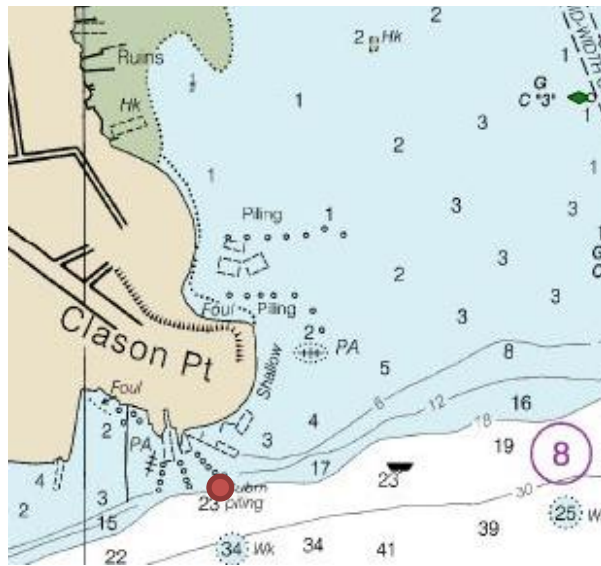
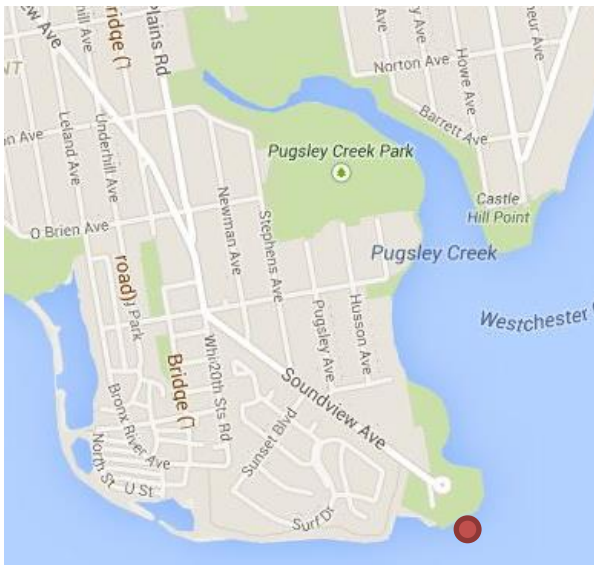
Roosevelt Island (New landing, multiple locations under evaluation)



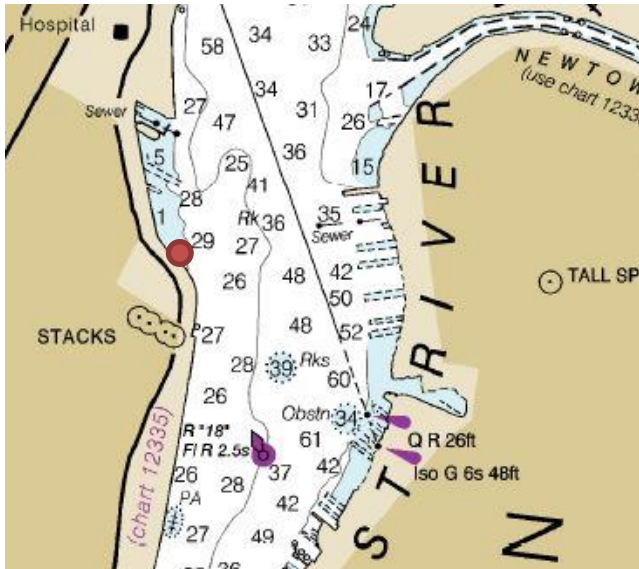
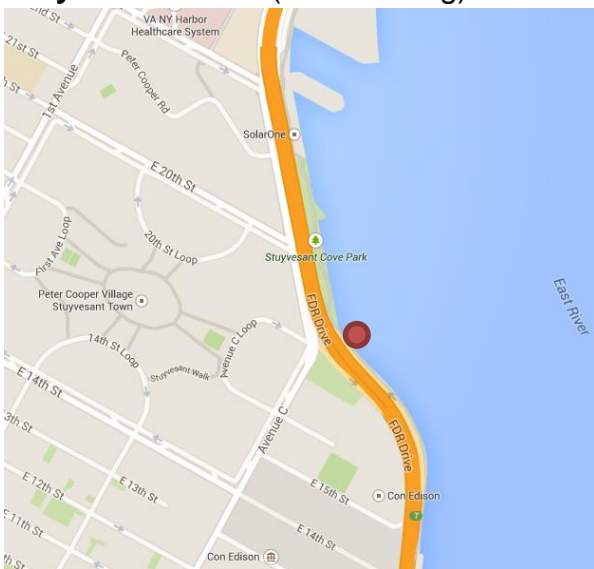
Schafer Landing/South Williamsburg (Existing)



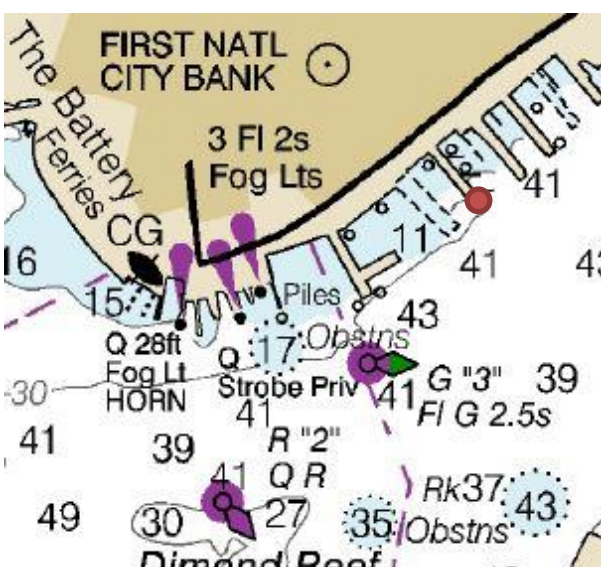
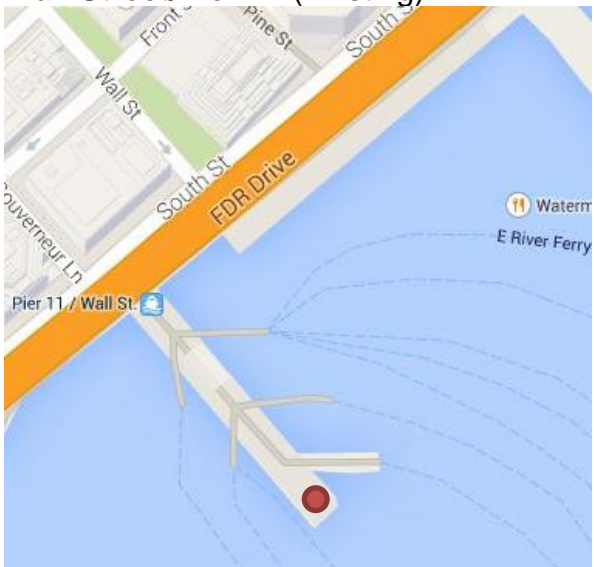
Soundview (New landing planned with pier)



Stuyvesant Cove (New landing)



Wall Street/Pier 11 (Existing)



10.2 Appendix 2 – Respondent Checklist(s)

Citywide Ferry Service Operating RFP Checklist	
Comprehensive Response	
<input type="checkbox"/>	Respondent Description
<input type="checkbox"/>	Proof of Eligibility
<input type="checkbox"/>	Minority and Women-Owned Business Enterprises (“M/WBE”) Plan
<input type="checkbox"/>	Workforce & Education Development Plan
Operations	
<input type="checkbox"/>	Ferry Service Requirements Landing integration description (bow or side load description) Vessel Procurement Plan if required Vessel Particulars Description (Appendix 2) - including USCG documentation ADA and LL68 compliance Concessions Plan Statement/Plan Vessels will be provided as a blank livery & accept sponsorship
<input type="checkbox"/>	Ferry Operations Plan for all routes Vessel Homport and Layover locations Level of Service Description for each Route Contingency Plan Safety Safety Management Plan Preventive Maintenance Program Description Government permits and licensing Documentation
Route Support Services	
<input type="checkbox"/>	Pre-Launch Plan
<input type="checkbox"/>	Traveler Information Plan
<input type="checkbox"/>	Reporting Requirements Plan
<input type="checkbox"/>	System Coordination Plan
System Support Services	
<input type="checkbox"/>	Traveler Information Plan
<input type="checkbox"/>	Ticketing Plan for the Service Discount Fares Surcharge Fares
<input type="checkbox"/>	Marketing Plan for the Service
<input type="checkbox"/>	Customer Service/Communications Plan

Financials, Fees & Projections	
<input type="checkbox"/>	Ridership Projections
<input type="checkbox"/>	Respondents Requesting Operating Fee Description of Requested Operating Fee
<input type="checkbox"/>	Comprehensive Pro Forma Statements (submit digital excel via CD and hard copy)
<input type="checkbox"/>	Financial Projections
<input type="checkbox"/>	Participation Payments
Signed Documents and Submissions	
<input type="checkbox"/>	Vendor Information Exchange System (“VENDEX”)
<input type="checkbox"/>	Local Law 34
<input type="checkbox"/>	HireNYC
<input type="checkbox"/>	MWBE
<input type="checkbox"/>	Statement of Agreement
Additional	
<input type="checkbox"/>	Add Alternative Route Required (see5.1.1.2)
<input type="checkbox"/>	South Brooklyn with Governors Island Plan (Required in addition to South Brooklyn Route)
<input type="checkbox"/>	Alternative Ferry Concepts Plan (OPTIONAL)

Citywide Ferry Service Operating RFP Checklist

Route Response

- Respondent Description
- Proof of Eligibility
- Minority and Women-Owned Business Enterprises (“M/WBE”) Plan
- Workforce & Education Development Plan

Operations

- Ferry Service Requirements**
 - Landing integration description (bow or side load description)
 - Vessel Procurement Plan if required
 - Vessel Particulars Description (Appendix 2) - including USCG documentation
 - ADA and LL68 compliance
 - Concessions Plan
 - Statement/Plan Vessels will be provided as a blank livery & accept sponsorship
- Ferry Operations Plan for all routes**
 - Vessel Homport and Layover locations
 - Level of Service Description for each Route
 - Contingency Plan
 - Safety
 - Safety Management Plan
 - Preventive Maintenance Program Description
 - Government permits and licensing Documentation

Route Support Services

- Pre-Launch Plan
- Traveler Information Plan
- Reporting Requirements Plan
- System Coordination Plan

System Support Services

- Traveler Information Plan**
- Ticketing Plan for the Service**
 - Discount Fares
 - Surcharge Fares
- Marketing Plan for the Service**
- Customer Service/Communications Plan**

Financials, Fees & Projections

- Ridership Projections**

<input type="checkbox"/> Respondents Requesting Operating Fee
Description of Requested Operating Fee
<input type="checkbox"/> Comprehensive Pro Forma Statements (submit digital excel via CD and hard copy)
<input type="checkbox"/> Financial Projections
<input type="checkbox"/> Participation Payments
Signed Documents and Submissions
<input type="checkbox"/> Vendor Information Exchange System ("VENDEX")
<input type="checkbox"/> Local Law 34
<input type="checkbox"/> HireNYC
<input type="checkbox"/> MWBE
<input type="checkbox"/> Statement of Agreement
Additional
<input type="checkbox"/> South Brooklyn with Governors Island Plan (Required in addition to South Brooklyn Route)
<input type="checkbox"/> Alternative Ferry Concepts Plan (OPTIONAL)

10.3 Appendix 3 – Example Format For Respondent’s Proposal

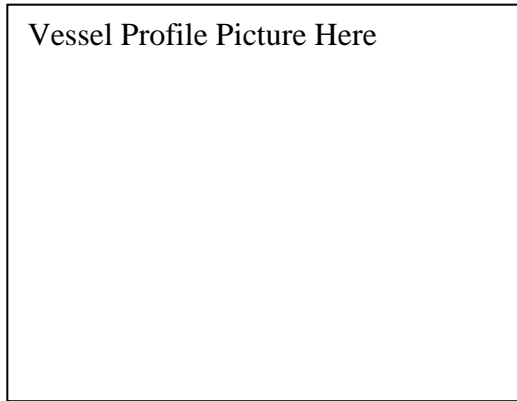
1. Letter of Introduction & Statement of Agreement. Respondent should provide a letter of introduction that includes the following:
 - a. Statement to the effect that the Proposal is a firm offer for a minimum period of one hundred eighty (180) days
 - b. Signature by an officer authorized to bind the Respondent
 - c. Example Statement of Agreement Letter in Appendix 7
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 (A minimum of 5 years of ferry service operations experience is required. Please also describe any berth sites or marina management experience)
 - e. Description of all subsidiaries and affiliates
 - f. Number of on-site personnel located in New York City
3. Operating Experience: Respondent should include the following:
 - a. List of ferries services operated currently (or within last 5 yrs.)
 - b. Detail/description of experience in last five years in operating ferries and providing Ferry Services highlighting specific experience providing ferry 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 ferry service required for the Scope of Services. (see Section 6.7)
 - b. Vessel Particulars and a description as needed.
 - c. Ridership Projections (see Section 6.9.3)
 - d. Multi Fare Package description a Fee Structure (see Section 6.9.4)
 - e. OPTIONAL: Alternative Ferry Concepts Plan (see Section 5.1.1.4)
5. Staffing, Wages and Schedules. Respondent should include the following:
 - a. Staffing schedule including wage and fringe benefit rates
 - b. Workforce Development & Education Plan
 - c. HireNYC Plan
6. Financial Statements. Respondent should include the following:
 - a. Two years’ financial statements, plus evidence of payment of all applicable taxes for berthing sites managed in nyc (i.e., tax returns for such Berthing Sites, to the extent there are any)

7. Cost of Operations Projection (Expenses). Respondent should include the following:
Monthly costs of operations projection as part of a Comprehensive Response or particular Route Response. Include assumptions for operating costs, insurance, and operations fees as per Appendix 6. See Appendix 4 for Cost of Operations projections format. Expenses of the Respondent not directly associated with activities and personnel of the CFS are not to be included.
8. Respondent's Compensation. Respondent should include any type of compensation being requested in connection with performing the Scope of Services. It is contemplated that compensation requests be expressed as follows: (See Appendix 4)
 - a. Amount of Respondent's Base Compensation (Cost of Operations (+) Fee = Base Compensation)
 - c. Amount of Participation Payment, with a narrative

Please be advised that in the event that the Respondent's estimated Cost of Operations is materially less than the actual Costs of Operations (e.g. Costs of Operations are 10-15% less than estimates, subject to negotiation), it is contemplated that NYCEDC will reduce the Respondent's compensation during the term of the Agreement to better reflect the actual Costs of Operations on a pro-rata or other reasonable basis, to be mutually agreed upon by NYCEDC and the Operator.

9. Doing Business Data form. Forms must be completed (see Appendix 5)
10. M/WBE. Respondents must submit a plan (see Appendix 10)

10.4 Appendix 4 – Vessel Particulars Sample



Company Name:

Vessel Type:

Hull Type:

Length Overall:

Draft:

Beam:

Air Draft:

Gross Tonnage:

Capacity: (Seated indoor, seated outdoor, general)

Year Built:

Manufacturer/Shipyard:

Naval Architect:

Hull Material: (steel, aluminum)

Environmental Particulars: (Wake mitigation certificates or studies)

Crewing Description and USCG Requirements for Crew Description (SOLAS, Pilotage, limited Oceans MMC)

TYPE OF VESSEL	
Make	
Model	
Number of Engines	
Engine Size	
Horsepower	
Engine Type	
Type of Fuel	
Emission Controls	
Loading Configuration	

Loading Configuration Description specific requirements for barge interface:

Propulsion Type (including shafting and propeller configuration):

Safety Equipment Description and Requirements:

---Amenities--

Number of Bicycles, Strollers and Wheelchairs accommodated (each):

Restroom Description:

Concession Description:

Additional Information:

10.5 Appendix 5 – Costs of Operation

For purposes of determining the Operator's compensation for providing the Scope of Services, the "Cost of Operation" in connection with the CFS may include, without limitation: the costs, fees and expenses incurred and actually paid by the Operator in connection with the operation, management, marketing, and maintenance of the CFS for the following items:

1. Payroll of personnel stationed and employed by Operator stationed and employed at the Landings, Management overhead directly attributable to CFS
2. Payroll taxes, employee benefits and employee screening of personnel aboard a ferry
3. Insurance premiums and deductibles for the Landings, costs of third party claim settlements as approved by NYCEDC to the extent that the Operator is entitled to the same and that are not reimbursed by insurance
4. Supplies, uniforms of personnel aboard a ferry
5. Snow and refuse removal, graffiti removal
6. Fire alarm monitoring, security equipment
7. Telephones and (non-personal) telephone usage
8. Utilities at the Landings that are not paid directly by NYCEDC (if applicable)
9. General maintenance and repairs at the Landings, contracts for routine maintenance of dockage and wharfage equipment, sweeping, cleaning and snow removal equipment, ticketing and/or revenue control equipment based on the pro-rata use of such equipment for the CFS
10. Fuel Costs
11. Vessel Costs (Depreciation /Interest)
12. Landing Slot License fees (if applicable)
13. Concessions (e.g. food and beverage)
14. Contingency
15. Lamps and ballasts (if applicable)
16. If the Respondent is submitting a Comprehensive Response, costs for Ticketing, Marketing and Customer Service, and Public Relations
17. Other expenses related directly to CFS

Items that shall not be included as a Cost of Operation of the Operator in connection with the CFS include the following:

1. Except as set forth in #1 above, salaries of all executive and supervisory personnel of the Operator not aboard a ferry, 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 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 aboard a ferry(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.
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.

10.6 Appendix 6 – Pro Forma

Required Comprehensive Response Pro formas: 6.1.1, 6.1.2, and Alternate

See next page.

APPENDIX 6.1.1: PRO FORMA TEMPLATE FOR COMPREHENSIVE RESPONSE

Comprehensive Response																	
Citywide Ferry Service RFP Sample Proforma																	
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
Revenue																	
No. of Vessels																	
Total Projected Ridership																	
Fare																	
Ferry Revenue																	
Concessions Revenue																	
Advertising Revenue inside boat																	
Ancillary Services																	
Total Revenue																	
Operating Hours																	
Revenue Hours																	
Layover																	
Dead Heading																	
Expenses																	
Ferry Service																	
Fuel Costs																	
Crew Wages																	
Management Overhead																	
Repairs and Maintenance																	
Insurance Expenses																	
Vessel Cost (Depreciation/ Interest)																	
Landing Fee																	
Snow Removal for all landings																	
Concessions																	
Other Expenses																	
Contingency																	
Management Fee																	
System Support Services																	
Ticketing																	
Marketing																	
Customer Service, Public Relations																	
Total Expenses																	
Net Income																	
Requested Assistance (if necessary)																	
Fee																	
Participation Payment to NYCEDC																	
Net Income After Operations Fee & Participation Payment																	

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

APPENDIX 6.1.2: PRO FORMA TEMPLATE FOR SOUTH BROOKLYN WITH GOVERNORS ISLAND STOP

South Brooklyn - Governors Island Stop (SBGI)

Citywide Ferry Service RFP Sample Proforma

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
Revenue																	
No. of Vessels																	
Total Projected Ridership																	
Fare																	
Ferry Revenue																	
Concessions Revenue																	
Advertising Revenue inside boat																	
Ancillary Services																	
Total Revenue																	
Operating Hours																	
Revenue Hours																	
Layover																	
Dead Heading																	
Expenses																	
Ferry Service																	
Fuel Costs																	
Crew Wages																	
Management Overhead																	
Repairs and Maintenance																	
Insurance Expenses																	
Vessel Cost (Depreciation/ Interest)																	
Landing Fee																	
Snow Removal for all landings																	
Concessions																	
Other Expenses																	
Contingency																	
Management Fee																	
Total Expenses																	
Net Income																	
Requested Assistance (if necessary)																	
Fee																	
NYCEDC																	
Payment																	

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

APPENDIX 6.1.3: PRO FORMA TEMPLATE FOR ALTERNATE RESPONSE

Alternate Response

Citywide Ferry Service RFP Sample Proforma

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	
Revenue																		
Nc. of Vessels																		
Total Projected Ridership																		
Fare																		
Ferry Revenue																		
Concessions Revenue																		
Advertising Revenue inside boat																		
Ancillary Services																		
Total Revenue																		
Operating Hours																		
Revenue Hours																		
Layover																		
Dead Heading																		
Expenses																		
Ferry Service																		
Fuel Costs																		
Crew Wages																		
Management Overhead																		
Repairs and Maintenance																		
Insurance Expenses																		
Vessel Cost (Depreciation/ Interest)																		
Landing Fee																		
Snow Removal for all landings																		
Concessions																		
Other Expenses																		
Contingency																		
Management Fee																		
Total Expenses																		
Net Income																		
Requested Assistance (if necessary)																		
Fee																		
Participation Payment to NYCEDC																		
Net Income After Operations Fee & Participation Payment																		

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

Route Based Pro Forms: 6.2.1, (6.2.2.A and 6.2.2.B), 6.2.3, 6.2.4, and/or 6.2.5
See next page.

APPENDIX 6.2.1: PRO FORMA TEMPLATE FOR ROUTE-BASED RESPONSE-ROCKAWAY

Route-Based Response- Rockaway

Citywide Ferry Service RFP Sample Proforma

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
Revenue																	
No. of Vessels																	
Total Projected Ridership																	
Fare																	
Ferry Revenue																	
Concessions Revenue																	
Advertising Revenue inside boat																	
Ancillary Services																	
Total Revenue																	
Operating Hours																	
Revenue Hours																	
Layover																	
Dead Heading																	
Expenses																	
Ferry Service																	
Fuel Costs																	
Crew Wages																	
Management Overhead																	
Repairs and Maintenance																	
Insurance Expenses																	
Vessel Cost (Depreciation/ Interest)																	
Landing Fee																	
Snow Removal for all landings																	
Concessions																	
Other Expenses																	
Contingency																	
Management Fee																	
Total Expenses																	
Net Income																	
Requested Assistance (if necessary)																	
Fee																	
Participation Payment to INCEDC																	
Net Income After Operations Fee & Participation Payment																	

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

APPENDIX 6.2.2.A PRO FORMA TEMPLATE FOR ROUTE-BASED RESPONSE- SOUTH BROOKLYN

Route-Based Response- South Brooklyn

Citywide Ferry Service RFP Sample Proforma

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	
Revenue																		
No. of Vessels																		
Total Projected Ridership																		
Fare																		
Ferry Revenue																		
Concessions Revenue																		
Advertising Revenue inside boat																		
Ancillary Services																		
Total Revenue																		
Operating Hours																		
Revenue Hours																		
Layover																		
Dead Heading																		
Expenses																		
Ferry Service																		
Fuel Costs																		
Crew Wages																		
Management Overhead																		
Repairs and Maintenance																		
Insurance Expenses																		
Vessel Cost (Depreciation/ Interest)																		
Landing Fee																		
Snow Removal for all landings																		
Concessions																		
Other Expenses																		
Contingency																		
Management Fee																		
Total Expenses																		
Net Income																		
Requested Assistance (if necessary)																		
Fee																		
Participation Payment to NYCEDC																		
Net Income After Operations Fee & Participation Payment																		

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

APPENDIX 6.2.2.B: PRO FORMA TEMPLATE FOR SOUTH BROOKLYN WITH GOVERNORS ISLAND STOP

South Brooklyn - Governors Island Stop (SBGI)

Citywide Ferry Service RFP Sample Proforma

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
Revenue																	
No. of Vessels																	
Total Projected Ridership																	
Fare																	
Ferry Revenue																	
Concessions Revenue																	
Advertising Revenue inside boat																	
Ancillary Services																	
Total Revenue																	
Operating Hours																	
Revenue Hours																	
Layover																	
Dead Heading																	
Expenses																	
Ferry Service																	
Fuel Costs																	
Crew Wages																	
Management Overhead																	
Repairs and Maintenance																	
Insurance Expenses																	
Vessel Cost (Depreciation/ Interest)																	
Landing Fee																	
Snow Removal for all landings																	
Concessions																	
Other Expenses																	
Contingency																	
Management Fee																	
Total Expenses																	
Net Income																	
Requested Assistance (if necessary)																	
Fee																	
NYCEDC																	
Payment																	

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

APPENDIX 6.2.3: PRO FORMA TEMPLATE FOR ROUTE-BASED RESPONSE- ASTORIA

Route-Based Response- Astoria

Citywide Ferry Service RFP Sample Proforma

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
Revenue																	
Nbr. of Vessels																	
Total Projected Ridership																	
Fare																	
Ferry Revenue																	
Concessions Revenue																	
Advertising Revenue inside boat																	
Ancillary Services																	
Total Revenue																	
Operating Hours																	
Revenue Hours																	
Layover																	
Dead Heading																	
Expenses																	
Ferry Service																	
Fuel Costs																	
Crew Wages																	
Management Overhead																	
Repairs and Maintenance																	
Insurance Expenses																	
Vessel Cost (Depreciation/ Interest)																	
Landing Fee																	
Snow Removal for all landings																	
Concessions																	
Other Expenses																	
Contingency																	
Management Fee																	
Total Expenses																	
Net Income																	
Requested Assistance (if necessary)																	
Fee																	
Participation Payment to NYCEDC																	
Net Income After Operations Fee & Participation Payment																	

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

APPENDIX 6.2.5: PRO FORMA TEMPLATE FOR ROUTE-BASED RESPONSE- LOWER EAST SIDE

Route-Based Response- Lower East Side

Citywide Ferry Service RFP Sample Proforma

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
Revenue																	
No. of Vessels																	
Total Projected Ridership																	
Fare																	
Ferry Revenue																	
Concessions Revenue																	
Advertising Revenue inside boat																	
Ancillary Services																	
Total Revenue																	
Operating Hours																	
Revenue Hours																	
Layover																	
Dead Heading																	
Expenses																	
Ferry Service																	
Fuel Costs																	
Crew Wages																	
Management Overhead																	
Repairs and Maintenance																	
Insurance Expenses																	
Vessel Cost (Depreciation/ Interest)																	
Landing Fee																	
Snow Removal for all landings																	
Concessions																	
Other Expenses																	
Contingency																	
Management Fee																	
Total Expenses																	
Net Income																	
Requested Assistance (if necessary)																	
Fee																	
Participation Payment to NYCEDC																	
Net Income After Operations Fee & Participation Payment																	

For purposes of this RFP, Net Income means, for any period of time, Revenue for such period minus both: (i) the Expenses for such period and (ii) the Management Fee for such period.

10.7 Appendix 7 – 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 Mr. Flynt:

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. Additionally, the Proposal is a firm offer for a minimum period of one hundred and (180) days

Sincerely,

Respondent

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

10.8 Appendix 8 – NYCEDC Background Investigation Form



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 1 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

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.

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.

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.

4. In the past 5 years, has any Subject Person or any Family Member identified in Section B, Part II (a "Subject Family Member"):

• 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.

• 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.

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.

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:

• 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.

• 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.

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 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. |

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

10.9 Appendix 9 – Doing Business 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: <input type="checkbox"/> Proposal <input type="checkbox"/> Award	Transaction Type (check one): <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <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): <input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i> <input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i> <input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i>
--

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: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

10.10 Appendix 10 – M/WBE

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

M/WBE Program. Local Law No. 129 of 2005 added and Local Law 1 of 2013 amended Section 6-129 of the Administrative Code of the City of New York (hereinafter “Section 6-129”). Section 6-129 establishes a program for participation in City procurement by minority-owned business enterprises (“MBEs”) and women-owned business enterprises (“WBEs”, together with “MBEs” collectively referred to as “M/WBEs”), certified in accordance with Section 1304 of the City Charter. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business and lowering contract costs. NYCEDC endorses these goals and has adopted an M/WBE Program to further participation by MBEs and WBEs in the provision of the Scope of Services. All respondents shall comply with all requirements of NYCEDC’s M/WBE Program applicable to this RFP.

Minority and Women -Owned Business Enterprises. M/WBE firms must be certified by Department of Small Business Services (“DSBS”) to credit such firms’ participation toward attainment of the Participation Goals. Such certification must occur prior to the firms’ commencement of work. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William Street, New York, New York, 10038, 7th Floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. No credit shall be given for participation by a graduate M/WBE, as defined in Section 6-129(c)(20).

M/WBE Participation Goal.

The Participation Goal for the Operating Agreement is set forth in Section 7.5. The Participation Goal represents a percentage of the total dollar value of the Operating Agreement that may be achieved by awarding subcontracts to firms certified with DSBS as MBEs or WBEs, and/or by crediting the participation of the respondent as provided in Section 4.3.4 below.

The Participation Goal is expressed as a range, the lower bound of which will be the minimal participation goal for which NYCEDC will award points in the selection criteria. The high percentage in the range represents the optimum participation goal. Respondents submitting proposals with a Participation Goal lower than the minimal participation goal shall receive a score of zero (0) for selection criteria.

The Participation Goal is a material term of the Operating Agreement and the Operator shall be subject to the NYCEDC approved Participation Goal.

An M/WBE respondent shall be permitted to count its own participation toward fulfillment of the Participation Goal. A Respondent may not subcontract more than 50% of the total value of the Operating Agreement.

The value of an M/WBE respondent's participation shall be determined by subtracting from the total value of the Operating Agreement any amounts that the respondent will pay to direct Subcontractors. If a respondent is not an M/WBE, it must meet the Participation Goal through the awarding of subcontracts to firms certified with DSBS as MBEs or WBEs.

A respondent that is a Joint Venture shall be permitted to count a percentage of its own M/WBE participation toward fulfillment of the Participation Goal. The value of the Joint Venture's participation shall be determined by first subtracting from the total value of the Operating Agreement, any amounts that the Joint Venture will pay to direct Subcontractors. Thereafter, the M/WBE percentage of the Joint Venture shall be applied to the remaining value of the contract to determine the overall Participation Goal.

M/WBE Proposal Submission Forms

The respondent must complete and submit as part of its proposal a subcontractors participation plan (the "Subcontractors Participation Plan") and an Intent to Perform as Subcontractor form (the "ITP Form") in the form annexed at Exhibit 4 to this RFP. The respondent's Subcontractors Participation Plan must set forth:

- the proposed Participation Goal;
- whether the Respondent is an MBE, WBE or qualified joint venture;
- the percentage of work it intends to award to direct Subcontractors
- the identity of all proposed M/WBE Subcontractors to which the respondent intends to award subcontracts;
- a description of the type and dollar value of work designated for participation by M/WBEs; and
- the time frames in which such work by M/WBEs is scheduled to begin and end.
- Each Subcontractor listed in the respondent's Subcontractor Participation Plan must complete an ITP Form, which the respondent must include with its proposal.
- The Subcontractors Participation Plan, as approved by NYCEDC, shall be annexed to and made part of the Operating Agreement.

Statement on M/WBE Goals. The respondent must submit the "Statement on M/WBE Goals", attached hereto with its proposal or it will be deemed non-responsive.

In the event that NYCEDC does not approve a Subcontractor proposed by the Operator, the Operator shall have a reasonable time to propose alternate Subcontractors.

Qualified Joint Ventures. Respondents are encouraged to enter into joint ventures with MBEs and WBEs. Respondents who submit a proposal as a Joint Venture must include a copy of the Joint Venture agreement. Only qualified Joint Ventures may be permitted to count its own participation toward fulfilling the Participation Goal

Violations by Respondents to RFPs. If NYCEDC determines that a respondent has violated the requirements of NYCEDC's M/WBE Program, then NYCEDC may disqualify the

respondent from competing for the Operating Agreement and may remove the respondent from the list of qualified Operators maintained by NYCEDC.

Statements. Statements made in any instrument submitted to NYCEDC in connection with NYCEDC's M/WBE Program or the M/WBE requirements applicable to this RFP or the Operating Agreement shall be submitted under penalty of perjury, and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

SUBCONTRACTORS PARTICIPATION PLAN

Check One: Initial Plan Amended Plan

7/19/2013

The purpose of this form is to ensure that appropriate planning and consideration go into the subcontractor utilization process, and to serve as documentation of your commitment comply with M/W/DBE requirements for this project. Please complete the forms electronically and email to opportunity@mwdbe@nycedc.com. Please also include a signed PDF copy to the same email. If you have any questions, you may contact Opportunity M/W/DBE at 212-312-4256.

I affirm that the following statements are true and accurate:

1. I have read and understand the M/W/DBE requirements for this project.
 2. I will make and thoroughly document Good Faith Efforts to meet M/W/DBE requirements.
 3. This Subcontractors Participation Plan ("Plan") lists all subcontractors I intend to use, including non-M/W/DBE firms. I understand that **Intent to Perform as Subcontractor** forms, which verify that subcontractors listed below have been contacted and intend to participate on this project, must be submitted for each contractor together with this form.
 4. I understand that I must submit an amended Plan if there are any changes to the information I have provided herein.
 5. Upon request, I will provide NYCEDC with proof of payments made to subcontractors.
- FOR CONSTRUCTION MANAGEMENT CONTRACTS ONLY:** I must submit a separate Plan for each direct subcontractor listed below who will retain a second-tier subcontractor. Each direct subcontractor's Plan should be received prior to the date that subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting out a portion of its work, it must submit a **Self-Perform Statement** in lieu of a plan.

NYCEDC hereby authorizes this Plan:

Authorized Person _____ Date _____
 Opportunity M/W/DBE Officer _____ Date _____

"Statements" section in RFP/IFB and Contract document; any statements made in any instrument submitted to NYCEDC in connection with the Corporation's M/W/DBE Program shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the imposition of any applicable criminal and/or civil penalties for perjury.

Project Information		Project Calculations - Automatically Calculated	
Contract #/Project #:	/	<i>NOTE: Calculations do not take into account information provided in First-Tier Subcontractor Plans. That information will be factored in eventually.</i>	
Business Name:		Awards to M/W/DBEs	
Project Award Amount:		Percentage of Total Award to M/W/DBEs	
Project Manager:			
Email:			
Phone:			

Subcontractor Information

Business Name	M/W/DBE? ("Y" or "N")	Award Amount	Services to be Provided	Anticipated Start Date

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
INTENT TO PERFORM AS SUBCONTRACTOR**

BIDDER/PRIME CONTRACTOR		SUBCONTRACTOR	
NAME _____	NAME _____	NAME _____	NAME _____
ADDRESS _____	ADDRESS _____	ADDRESS _____	ADDRESS _____
PHONE _____	PHONE _____	PHONE _____	PHONE _____
FED. ID No. _____	FED. ID No. _____	FED. ID No. _____	FED. ID No. _____

NYCEDC CONTRACT NUMBER:	
PROJECTED START DATE:	
PROJECTED COMPLETION DATE:	
WORK TO BE PERFORMED:	
PRICE OF WORK TO BE PERFORMED:	

CERTIFICATION

The contractor hereby commits to hiring the Subcontractor and the Subcontractor hereby affirms its intent to participate on the Project. The Contractor must notify an Opportunity M/W/DBE Officer in writing of any changes to the information provided herein. By signing below each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for the application of any applicable criminal and/or civil penalties for perjury

Contractor's Signature _____ Title: _____ Date: _____ , 20 _____	Subcontractor's Signature _____ Title: _____ Date: _____ , 20 _____
--	---



10.11 Appendix 11: HireNYC

NYCEDC recognizes the importance of creating employment opportunities for low-income persons, enabling them to participate in the City's economic growth. To this end, NYCEDC has developed the HireNYC program. Participation in this program requires the Operator to make good faith efforts to achieve the hiring and workforce development goals described below.

Each Respondent must include within its response a HireNYC program plan explaining how it will seek to achieve the goals and other requirements below and describing its experience, if any, conducting similar hiring and workforce development programs or undertaking other efforts to create employment opportunities for low-income persons in order to assist NYCEDC in its assessment of each Respondent's capacity in this area.

The program should describe all programmatic details, including, as applicable, collaboration with a City agency designated by NYCEDC ("Designated City Agency"), implementation, record-keeping and monitoring processes and any other relevant information. For the purposes of this RFP, the target population is defined as persons who have an income that is below two hundred percent (200%) of the poverty level as determined by the New York City Center for Economic Opportunity (a description of the income level meeting this threshold for each household size is available upon request).

The hiring and workforce development goals to be incorporated into the Program shall include, at a minimum, the following goals or, at each Respondent's discretion, higher goals (collectively, the "Goals"):

Hiring Goal:	50 percent (50%) of all new permanent jobs created in connection with the project (including jobs created by subcontractors but excluding jobs relocated from other ferry services) will be filled by members of the target population for a period beginning, for each employer, at commencement of business operations and continuing for eight (8) years thereafter.
Retention Goal:	40 percent (40%) of all employees whose hiring satisfied the Hiring Goal will be retained for at least nine (9) months from the date of hire.
Advancement Goal:	30 percent (30%) of all employees whose hiring satisfied the Hiring Goal will be promoted to a higher paid position within one (1) year.
Training Goal:	The Operator and any subcontractors cooperate with the Designated City Agency to provide skills-training or higher education opportunities to members of the target population.

The Program must include the following elements:

1. Designation of a workforce development liaison to interact with NYCEDC and the Designated City Agency during the course of the Program.
2. Commitment by the Operator (or its successors and assigns, as applicable) to do the following (and provide in each subcontractor, if any, that the subcontractor will do the following):
 - a. make good faith efforts to achieve the Goals with respect to its operations;
 - b. provide the Designated City Agency with the approximate number and type of jobs that will become available, and for each job type, a description of the basic job qualifications, at least three (3) months before commencing hiring;
 - c. notify the Designated City Agency six (6) weeks prior to commencing business operations;

- d. during initial hiring for any new permanent jobs, consider only applicants referred by the Designated City Agency for the first ten (10) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first;
 - e. during ongoing hiring for any new permanent jobs, consider only applicants referred by the Designated City Agency for the first five (5) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first (unless the Designated City Agency reaches a different agreement with the Operator regarding ongoing hiring practices);
 - f. submit to NYCEDC and the Designated City Agency, for eight (8) years following the date of the commencement of business operations, an annual employment and benefits survey that will include, but not be limited to: targeted hiring statistics, wages and job retention, training and advancement data;
 - g. cooperate with annual Landing visits and a satisfaction survey following the date of the commencement of business operations; and
 - h. allow information collected by the Designated City Agency and NYCEDC to be included in public communications, including press releases and other media events.
3. Commitment by the Operator (or its successors and assigns, as applicable) to facilitate targeted hiring by (a) arranging meetings and other events in connection with CFS at which HireNYC and the Designated City Agency staff can introduce the menu of services available from the Designated City Agency and (b) assisting with information sharing, providing space for hiring activities and transmitting feedback regarding results of hiring initiatives.

NYCEDC strongly encourages Respondents to include the following elements the Respondent's Program: Commitment by the Operator (or its successors and assigns, as applicable) of resources for training efforts, such as making financial investments in employee training and creating a website or other technology-based tools and supports to promote and track workforce development efforts.

10.12 Appendix 12 – Conditions, Terms and Limitations

- A. Neither the City nor NYCEDC makes any representations or warranties whatsoever as to the physical condition of the Landings, the status of title (and of any leases or other occupancy agreements affecting the Landings), the absence of hazardous materials on the Landings, or any other matter in connection with the Landings. Moreover, this RFP and the Operating Agreement(s) contemplated to result from this RFP does not confer any rights to the Operator to operate a specific Route or access a Landing; such permissions to be obtained by the Operator from the relevant City agency or other entity having jurisdiction or ownership thereover.
- B. The City and NYCEDC make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP, including, without limitation, information in the attachments, exhibits, appendices, diagrams, emails and Website. 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 providing the Scope of Services as contemplated in this RFP. As stated in this RFP, NYCEDC will make available for review, to any respondent so requesting, the Site File. Neither the City nor NYCEDC will be responsible for any injury or damage arising out of or occurring during any visit to the Landings and/or any adjacent upland areas as part of the Respondent's due diligence.
- C. The Scope of Services 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 CFS shall be subject to all requisite NYCEDC corporate approvals, governmental approvals and federal approvals, as applicable.
- D. A proposal submitted in response to this RFP may be rejected if the Respondent (or any principal shareholders, principals, partners or members thereof) is determined, in NYCEDC's sole discretion, to be within a category of persons or entities with whom or which the City or NYCEDC generally do not do business, as determined by NYCEDC, including, without limitation, those persons or entities making contributions prohibited by New York City Local Law No. 34 of 2007. 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 NYCEDC and/or the City's Department of Investigation. Any designation may be revoked in NYCEDC'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 their representative, agency or consultant status may submit proposals only at the direction of identified principals.
- F. Except as specifically provided herein, the Operator will pay all applicable taxes payable in connection with CFS.
- G. The Operator is responsible for all fees relating to the CFS and any approvals thereof and all costs incurred by NYCEDC including, but not limited to, costs for outside legal counsel, studies, and outside consultants.

- H. All proposals and other materials submitted to NYCEDC 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 that 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 NYCEDC when evaluating the applicability of any exemptions in response to a FOIL request.
- I. In furtherance of NYCEDC’s mission of economic development, the award of the Operating Agreement, if any, will be subject to NYCEDC’s standard provisions for similar transactions.
- J. 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 NYCEDC. Any news release pertaining to this RFP may only be made in coordination with NYCEDC.
- K. Neither the City nor NYCEDC 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.
- L. NYCEDC 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, NYCEDC 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 NYCEDC 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 NYCEDC’s sole discretion. NYCEDC 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.
- M. 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 ferry/passenger vessel operators under the laws and regulations of New York State and the City, and copies of licenses indicating the same must be submitted to NYCEDC prior to the execution of the Operating Agreement(s). Any modifications to this RFP shall be posted on NYCEDC Website: www.nycedc.com/RFP. Nothing stated at any time by any representative of 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 NYCEDC on or before 4:00 p.m. on Friday, May 01, 2015. Any such clarification from NYCEDC must be in writing in order to be binding on NYCEDC. Respondents are reminded to check the website periodically to view updated information, modifications, addenda, and the answers to questions.
- N. 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.

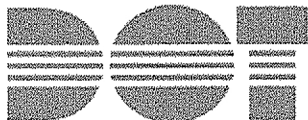
- O. Neither the City nor NYCEDC is liable for any damages or losses and is not obligated to pay any costs, expenses, damages or losses incurred by any Respondent at any time unless NYCEDC has expressly agreed to do so in writing.

- P. Neither the City nor NYCEDC 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 and/or the City (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.

10.13 Appendix 13 – NYC Department of Transportation

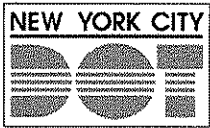
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NEW YORK CITY



Ferry Division

Private Ferry Operator License

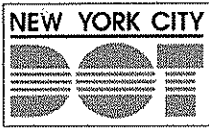


Private Ferry Operator License

LICENSE NUMBER: L15-X

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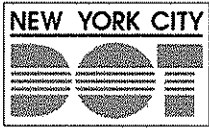
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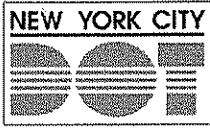


NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 Water Street
New York, New York 10041

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The City of New York acting by and through its Commissioner of the New York City Department of Transportation (hereinafter "Commissioner" or "Licensor") pursuant to Chapter 71 and Section 2903c of the New York City Charter, hereby issues this non-exclusive License to: _____

hereinafter "Licensee") located at: _____, to operate a private passenger ferry service on the routes indicated by Section 1 serviced by the vessels indicated by Section 2.

Subject to provisions of this License, Licensor does hereby issue this License effective _____ ("Start Date"), and it shall continue, unless revoked by Licensor, until _____ ("End Date"), collectively referred to as the "term".

Further, Licensor does hereby issue this License as indicated below subject to related provisions and exceptions as noted:

- Full License** subject to all stated provisions herein and permits Licensee to operate ferry service on specific routes and to embark and disembark passengers at City-owned landing sites and landing slot times indicated within this License.
- Limited License** subject to all stated provisions herein with the exception of responsibilities and obligations pertaining to embarking and disembarking passengers at City-owned landing sites as stated within Sections 3 B, 4, 8, 9, 12, 17 C, 17 D, , Exhibit A, Exhibit B, and Exhibit D.

1. Permitted Routes and Landing Sites

Nº	Landing Site From	Intermediate Landing Sites	Landing Site To	Start Date	End Date	≤ 99 Pass.
(1.)						<input type="checkbox"/>
(2.)						<input type="checkbox"/>
(3.)						<input type="checkbox"/>
(4.)						<input type="checkbox"/>
(5.)						<input type="checkbox"/>



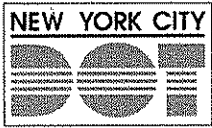
Private Ferry Operator License

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Nº	Landing Site From	Intermediate Landing Sites	Landing Site To	Start Date	End Date	≤ 99 Pass.
(6.)						<input type="checkbox"/>
(7.)						<input type="checkbox"/>
(8.)						<input type="checkbox"/>
(9.)						<input type="checkbox"/>
(10.)						<input type="checkbox"/>

2. Permitted Vessels

Nº	Ferry Vessel Name	Passenger Capacity	Loading Configuration	Assigned to Route
(1.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(2.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(3.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(4.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(5.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(6.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(7.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	

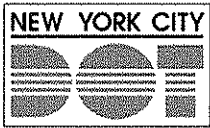


NEW YORK CITY DEPARTMENT OF TRANSPORTATION
 55 Water Street
 New York, New York 10041

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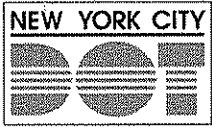
Nº	Ferry Vessel Name	Passenger Capacity	Loading Configuration	Assigned to Route
(8.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(9.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(10.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(11.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(12.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(13.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(14.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(15.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(16.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(17.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(18.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(19.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(20.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	



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Nº	Ferry Vessel Name	Passenger Capacity	Loading Configuration	Assigned to Route
(21.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(22.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(23.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(24.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(25.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(26.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(27.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(28.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(29.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(30.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(31.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(32.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	
(33.)			<input type="checkbox"/> Bow <input type="checkbox"/> Side	



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3. Fees

- A. Licensee shall pay a route fee of fifty dollars and no cents (\$50.00) per month or any fraction thereof per route to Licensor for each route identified within Section 1 of this License.

The total route fee shall be paid in full prior to execution of this License.

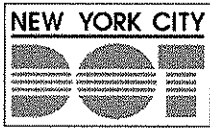
The total route fee for this License is:

\$ _____

- B. Licensee shall pay a monthly Landing Slot fee for the use of each Landing Slot, as set forth below, subject to adjustments as provided herein, based on the initial schedule annexed hereto as Exhibit B, as may be amended from time to time by Licensor in its sole discretion. All Landing Slot fees are subject to the rate table annexed as Exhibit A, as may be amended by the Licensor from time to time in its sole discretion. The Licensor reserves the right to change the Landing Slot fees and the schedule of Landing Slot(s) at any time.

During the term of this License, Licensee may request changes in the schedule of Landing Slot(s) and/or the Landing Slot fees based thereon, provided however there shall be no revision in the schedule of Landing Slot(s) nor fees based thereon without the prior written consent of the Licensor subject to provisions of Section 21 of this License.

- i. All Landing Slot fees shall be payable in advance to Apple Industrial Development Corp., 110 William Street, 6th Floor, New York, New York 10038 or as may be directed by Licensor from time to time.
- ii. If Licensee fails to pay any monthly landing slot charge as required by this Section in full by the tenth day (10th) of any monthly period, Licensor, at its sole discretion, may impose a late payment charge for that monthly period equal to two percent (2%) of the charge Licensee is required to pay, but not less than a minimum charge of ten dollars (\$10.00) ("Late Payment Charge"). Such Late Payment Charge shall be compounded monthly and shall be collectible as an Additional Compensation Charge. Failure to demand a Late Payment Charge shall not waive Licensor's right to collect it at a later date.



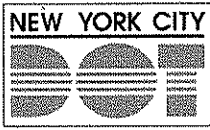
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No	Route	Landing Slot Fees
(1.)		
(2.)		
(3.)		
(4.)		
(5.)		
(6.)		
(7.)		
(8.)		
(9.)		
(10.)		
Total Landing Slot Fees		

4. Deposit

- A. On or before the execution of the License, Licensee shall deposit the sum of ten thousand dollars and no cents (**\$10,000.00**) with Apple Industrial Development Corp. (hereinafter "Apple").
- B. Such deposit shall be in the form of a certified check payable to Apple Industrial Development Corp., 110 William Street, 6th Floor, New York, New York 10038.
 - i. The deposit shall be held by Apple without liability for interest thereon.
 - ii. The deposit shall be returned upon termination or revocation of the License provided that Licensor has determined that Licensee has fully and faithfully complied with all of the terms and conditions of the License.
- C. In the event service does not commence subsequent to the Start Date of this License through no fault of the Licensor, the sum of two hundred fifty dollars and no cents (\$250.00) shall be kept by Licensor for administrative expenses in issuing the License and the balance of the deposit returned to Licensee.
- D. Notwithstanding the foregoing, if Licensor does not issue a License to Licensee for operation of the ferry service, the entire deposit shall be returned.



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E. If any charges or sums payable by Licensee to Licensor shall be overdue and unpaid or should Licensor make payments on behalf of Licensee, or should Licensee fail to perform any of the terms of this License, then Licensor may, at its option, and without any prejudice to any other remedy which Licensor may have on account thereof, apply the deposit or as much thereof as may be necessary to compensate Licensor towards the payment of charges or other sums due from Licensee towards any loss, damage or expense sustained by Licensor.

In the event the License has not been revoked or has not expired, and the sum of the deposit is depleted or insufficient to cover any charges or other sums due from Licensee, Licensee shall forthwith, within five (5) days after written demand thereof, restore the deposit to the original sum deposited.

5. Nature of Service

Licensee shall operate the private ferry service solely for the purpose of transporting passengers, and shall provide for the transportation of individuals with disabilities in such a manner as required by any and all applicable laws, rules and regulations. The transport of bicycles is encouraged but at the sole discretion of the Licensee. The ferry service shall not be used to transport motor vehicles or for any other purpose except with the prior written approval of the Licensor.

6. Operation and Assignments

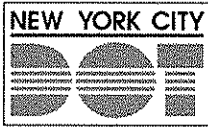
The service shall be owned and operated solely by the Licensee. The Licensee shall not at any time assign, sublicense, transfer, sell the controlling interest, hypothecate or grant control to any person or entity without the prior written consent of the Commissioner.

Licensee shall not enter into an agreement with any entity to operate the vessel(s) named in this License for the purposes set forth in this License without the prior written consent of the Commissioner.

7. Notices

All notices or orders to be given by Licensor to Licensee shall be served by personal service upon the Licensee, or by certified mail, return receipt requested, or registered mail, return receipt requested, addressed to Licensee at the address indicated on the first page of this License or by posting same in a conspicuous place on its vessel(s). Notices served on Licensee shall be deemed served on the date such notice is mailed to Licensee or personally served or posted as herein provided.

Any notice by Licensee to Licensor shall be served by certified mail, return receipt requested, or registered mail, return receipt requested, addressed as follows:



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 Water Street
New York, New York 10041

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Deputy Commissioner Ferries

New York City Department of Transportation

1 Ferry Terminal Drive

Staten Island, NY 10301

Notices served on Licensor shall be deemed served on the date mailed as herein provided.

8. Points of Embarkation and Debarkation

Licensee shall land ferry vessels solely to receive and discharge passengers at the Landing Site(s) indicated within Section 1. The ferry vessels shall not receive or discharge passengers at Landing Site(s) other than those listed without receiving prior written approval from the Commissioner. Such approval shall not be unreasonably withheld or delayed.

9. Abandonment or Failure to Use Ferry Landing Slots

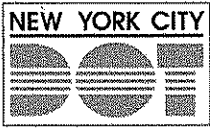
A. If the Licensee shall abandon or fail to use any of its Landing Slots for a period of one (1) week, this License shall cease and terminate and be forfeited with respect to each Landing Slot it abandons or fails to use, unless the Licensee shall have obtained the prior written consent of the Commissioner for such temporary non-use.

B. If Licensee fails to use a Landing Slot more than forty-nine percent (49%) of the scheduled time within a two (2) week period, Licensee shall forfeit such slot.

10. Schedule of Operation

For Full Licenses, Licensee shall operate the vessels according to the schedule set forth in Section 1 as may be modified as set forth herein and Exhibit B as such exhibit may be modified as set forth herein. For Limited Licenses, Licensee shall operate the vessels according to the schedule set forth in Section 1 as such Section may be modified as set forth herein.

The Commissioner shall be notified subject to the provisions of Section 21 of this License of all changes in schedule at least ten (10) working days prior to implementation. The Commissioner reserves the right to restrict the days and the hours of operation for health and safety purposes when and if he/she deems it necessary to do so. The Licensee shall be excused from performance of the service described herein during the time and to the extent that they are prevented from performing the service by severe waves or winds, fire at a terminus, flood, act of God, strike, lockout or commandeering of equipment or facilities by the Government or any cause similar to the foregoing. If lapses occur in the regular schedule of service due to one or more of the above mentioned events, the Licensee shall immediately contact the Commissioner to



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provide details of said lapses. In addition, the Licensee shall use its best efforts to inform waiting passengers of all service disruptions.

11. Ferry Vessels

Licensee shall comply with the following: (1) Each vessel selected for use by Licensee must be certified by the U.S. Coast Guard, (2) Each vessel shall at all times be manned and operated in accordance with a U.S. Coast Guard Certificate of Inspection and all personnel shall carry all certificates and/or documents as required by the U.S. Coast Guard and other regulatory authorities, (3) prior to the operation of any vessel under the authority of this License, Licensee shall submit a copy of the Certificate of Inspection for each vessel utilized to New York City Department of Transportation, 1 Ferry Terminal Drive, Staten Island, NY 10301, Attn: Private Ferries. (4) Each vessel shall be accessible to persons with disabilities to the extent required by the Americans With Disabilities Act of 1990, and other applicable laws, rules and regulations as may be amended and (5) Licensee shall notify Licensor of any changes to the vessels to be used for this service subject to the provisions of Section 21 of this License. All vessels used for the private ferry service shall comply with all ferry vessel requirements stated herein. Failure to comply with these requirements may result in revocation of this License.

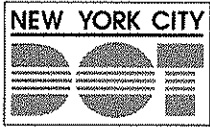
12. Responsibilities for Landing Sites

12.1 Sunken or Disabled Vessel

- A. In the event the vessel is disabled or is in danger of sinking, or shall in fact sink while located at a Landing Site, the approaches thereto, or while coming into or going from said Landing Site, or while turning, whether such disaster be partial or total, regardless of the cause thereof, Licensee will at its own expense remove the disabled vessel and leave the Landing Site and approaches thereto by land and by water free of any wreckage.
- B. If Licensee fails to remove any such obstruction promptly on demand, Licensor may remove it or cause it to be removed at the sole risk and expense to Licensee.

12.2 No Solicitation

Licensee is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes in the vicinity of the Landing Site, and shall not use or employ persons to solicit business either on the Landing Site, or from aboard the vessel(s) or any area or location in the vicinity of the Landing Site(s).



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12.3 Queuing and No Obstructions

Licensee shall not permit queuing except in such places and in such a manner as Licensor, in its discretion, may direct. There shall be no queuing and no barriers or obstructions placed in those areas shown in Exhibit D or otherwise designated by the Licensor.

12.4 No Waste Material

A. No discharge of any kind, including, but not limited to, garbage, oil, sludge, refuse matter, sewage or waste material of any kind shall be thrown, deposited or permitted to fall into the water or upon the Landing Site(s) or approaches to the site, landing, docks, piers, landing barges, quays, gangways, ramps, platforms, bulkheads, upland area and wharves where Licensee's vessels may operate or be landed, passengers queue or embark or disembark under the terms of this License.

B. The Landing Site(s) or approaches to the site, landing, docks, piers, landing barges, quays, gangways, ramps, platforms, bulkheads, upland area and wharves where Licensee's vessels may operate or be landed, passengers queue or embark or disembark under the terms of this License shall not be used as a storage place for any ramps, gear or equipment without the prior written consent of the Commissioner.

C. Vessel toilets shall be U.S. Coast Guard standard and shall not be operated while the vessel is within 500 feet of the Landing Site(s).

12.5 Repairs and Fueling at Landing Site(s)

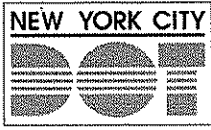
There shall be no repairing or fueling vessel(s) while at the Landing Site(s).

12.6 Cooperation

A. Licensee shall cooperate with other operators authorized by Licensor to use the Landing Site(s) and approaches thereto, and shall not unreasonably interfere with operations.

B. Licensee shall adhere to the time limitation schedule provided in Exhibit B for each of its Landing Slots.

C. In those instances where Licensor, at its discretion, has provided a person at the Landing Site(s), such person shall have the discretion to order Licensee's vessel(s) to vacate the Landing Site(s) before the end of its Landing Slot or to otherwise direct the use of the Landing Site(s).



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- D. Nothing in this License shall obligate Licensor to provide personnel at Landing Site(s) nor shall such presence obligate Licensor, its officers, employees or agents nor any other of the Indemnitees to take any action whatsoever.
- E. Licensee agrees that Licensor, its officers, employees and agents and any other of the Indemnitees shall not be liable for any act or failure to act with respect thereto.

12.7 Advertising

Licensee shall not place any advertisement, notice or sign on any part of the Landing Site(s), pier, bulkhead, buildings or other structures and approaches thereto, unless the Licensee shall have first received the written approval of the Commissioner.

12.8 Sufficient Personnel

Licensee shall have sufficient personnel to immediately and efficiently secure the vessel to the Landing Site(s), to control crowds, to provide for safe embarkation and debarkation, to direct passengers to and from a safe upland area, to ensure that there is no smoking, no drinking, no eating and no littering at or near the Landing Site(s), to properly secure and remove gangways and ramps, to open and close gates, and to lock and unlock gates at or near the Landing Site(s).

12.9 As Is

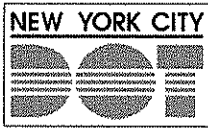
Licensee fully understands and agrees that Licensor does not warrant the landing, docks, piers, landing barges, quays, gangways, ramps, platforms, bulkheads, buildings or other structures, upland area, and wharves to be safe for landing or tying up of vessels or for accepting and discharging passengers, for queuing or for ingress and egress and assumes no responsibility for such use and Licensee agrees to hold the Indemnitees harmless against all claims for loss of profits, investment opportunities or other damages.

12.10 Accidents

Licensee shall notify Licensor immediately verbally and in writing within twenty-four (24) hours of any loss, damage or injury to persons or property, or any accident which occurs on or in proximity to the Landing Site(s), or arises out of the operations of the Licensee.

12.11 Damage to Landing Site(s) or Approaches to Landing Site(s)

- A. Licensee shall be responsible for the repair of any damages it causes to the Landing Site(s) or approaches thereto and shall notify Licensor immediately



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verbally and in writing within twenty-four (24) hours of the occurrence of such damage.

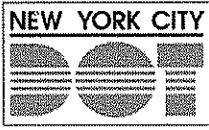
- B. Licensor may repair or cause to be repaired any such damage at the sole cost and expense of Licensee, and Licensee shall pay such costs within thirty (30) days of notice thereof.

12.12 Closing of Gates and Gangways/Ramps

- A. At the conclusion of the assigned Landing Slot interval, Licensee shall be responsible for closing all gates and gangways/ramps restricting public access.
- B. In the event Licensee is scheduled for the final Landing Slot of the day, or as otherwise directed by Licensor, Licensee shall be responsible for closing and securing all gates and gangways/ramps.
- C. Licensee shall also be responsible for unlocking gates and gangways/ramps as directed by the Licensor.

12.13 Landing Site Improvements and Maintenance

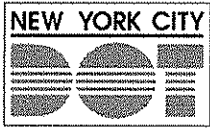
- A. Licensee shall not make improvements or modifications to the Landing Site(s) (the "Improvements") without the prior written approval of the Licensor, such approval to be at the sole and absolute discretion of the Licensor in each instance.
 - i. All Improvements so permitted shall be performed at the sole cost and expense of the Licensee and Licensee shall be responsible for the purchase of all equipment, supplies and labor for the complete performance thereof.
 - ii. Licensee agrees that Licensor, in its discretion, may allow other authorized operators to utilize the Improvements at no charge.
- B. Prior to the commencement of any Improvements, Licensee shall submit to Licensor for written approval all of the plans, specifications and any other documentation required by Licensor pertaining to such Improvements, including, without limitation, any Improvements to be performed by Licensee at the Landing Site. Approval of the plans, specifications and any other documentation, shall not be unreasonably withheld.
 - i. All plans, specifications, and other documentation shall be in such detail as Licensor shall require.
- C. Improvements performed by Licensee or its contractors/subcontractors at the Landing Site shall be done in accordance with all federal, state and city laws, rules, regulations, orders and industry standards and in accordance with the



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- approved plans, specifications, and any other documentation required by Licensor.
- i. All equipment used and materials installed by Licensee or its contractors/subcontractors, shall be new, free of defects, of the best grade quality and suitable for the purposes intended.
 - ii. In addition, Licensee or its contractors/subcontractors shall obtain all manufacturers warranties and guarantees for all such equipment and materials.
- D. Upon installation, title to all Improvements shall vest in and thereafter belong to the City, at the City's option, which may be exercised by the City at any time.
- i. To the extent the City chooses not to exercise its option with respect to any of the Improvements, Licensor may require Licensee to remove said Improvements and restore the Landing Site to its original condition at Licensee's sole cost and expense upon expiration or sooner termination of this License, or at any other time (collectively referred to as "Improvements Restoration").
 - ii. If Licensee fails or neglects to do so, then Licensor may remove such Improvements and restore the Landing Site at the sole cost and expense of Licensee.
- E. Licensee assumes any and all cleaning, maintaining, operating, preventive, structural, non-structural maintenance and repair responsibilities for the Improvements. (collectively referred to as "Improvements Maintenance").
- i. All tasks of the Improvements Maintenance shall, at a minimum, be sufficient to meet all health and sanitation regulations and codes.
 - ii. The Improvements Maintenance, shall include, without limitation, the maintenance of the Improvements, in a neat, orderly, sanitary, litter-free and oil-free condition at all times.
- F. Licensee is required to promptly repair any and all damage to the Improvements at its own cost and expense.
- G. Licensor may, within its reasonable discretion, determine the necessity or the adequacy of repairs and maintenance at or to the Landing Site and any Improvements installed thereon by Licensee.
- H. At any time during the term of this License, Licensor may conduct a survey and inspect the conditions of the Improvements.
- I. A copy of the survey and inspection ("Report") shall be delivered to Licensee.



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- J. Licensee, promptly, and with due diligence, shall commence and continuously and diligently perform the repairs and maintenance work to the Improvements specified in the Report at its sole cost and expense.
- K. The failure of the Licensor to make the aforementioned Report(s) shall not be deemed a limitation or waiver of Licensee's obligations under this License.

12.14 Vehicular Pick Up/Drop Off

Vehicular pick up and drop off may only occur in those areas approved by the Commissioner at his or her sole discretion.

12.15 Ticketing

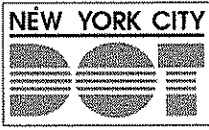
- A. Licensor may, within its sole discretion, permit Licensee to position a representative in the Ticket Office at the Landing Site at Pier 11, or at any other City owned Landing Site, solely for the purpose of distributing tickets and schedule information to ferry passengers.
- B. The hours of availability of the Ticket Office, access to ticket windows, and the general conduct of the Ticket Office shall be subject to the direction of the Licensor at its sole discretion.
- C. Licensee shall be charged an additional fee for access to the Ticket Office at Pier 11 based upon the rate table annexed as Exhibit A.

12.16 Layover

- A. Licensee shall not tie up or otherwise dock vessels at any slip or other portion of a Landing Site, other than during an approved Landing Slot, without the permission of the Licensor.
- B. The approval and general conduct of any such layover shall be subject to the direction of the Licensor at its sole discretion.
- C. Licensee acknowledges that Licensor intends to give priority in the use of slips to arrivals and departures of vessels in passenger service over the use of these slips for layover, and further acknowledges that the permission to layover at a location may be revoked by Licensor at any time, with or without cause.
- D. Licensee shall be charged an additional fee for layovers based upon the rate table annexed as Exhibit A.

12.17 Security

- A. Licensee shall at all times and in all circumstances be solely responsible for the security and safety of its vessels, passengers, and crew.



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- B. The Licensee shall comply with all local, state and federal laws, rules, regulations, requirements and guidance for security planning and practices.
- C. Licensor reserves the right to require Licensee, at Licensee's sole cost and expense, to meet all governmental requirements applicable to Licensor, as well as any additional security procedures and practices at any time.
- D. Such procedures and practices may include, but are not limited to, passenger screening and employee training.
- E. A copy of any required security plan, shall be forwarded to Licensor.
- F. Licensee shall provide Licensor with the names and telephone numbers of at least two (2) security personnel who shall be available twenty-four (24) hours a day.
- G. None of the aforementioned requirements shall relieve the Licensee of its responsibility for taking appropriate steps to insure the security and safety of its vessel(s), passengers, and crew.

12.18 Test Runs

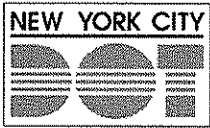
- A. Prior to commencing ferry service, Licensee shall perform to the satisfaction of a representative of the Licensor one or more test runs at the Landing Site(s), including landing and tying up the vessel(s) and using ramps and gangways.
- B. Such test runs shall be scheduled at a time convenient for the Licensor's representative.

12.19 Abatement

- A. If Licensee shall be denied access to the Landing Site(s) by the Licensor for a period longer than one (1) week due to any cause beyond the control of Licensee, and Licensor cannot provide an alternative site which, in the determination of Licensor, is comparable, there shall be a pro rata abatement made in the required ferry landing slot charge set forth in Exhibit A.
- B. The amount of such abatement shall be determined by the Licensor.

13. Access

Licensee, at all times during the term of this License, shall permit inspection of all docking areas and inspection of the ferry vessels by Licensor's agents or representatives. To facilitate the inspection of outlying terminals of origin, the Licensee shall allow the Licensor's agents or representatives to ride free of charge.



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14. Survey

Licensee will distribute to and collect from passengers a survey form supplied by the Licensor at such times as the Licensor shall require and return said forms to the Licensor.

15. Ridership Data

Licensee will supply daily passenger totals in a format acceptable to the Licensor on a weekly basis, no later than the second (2nd) day of the following week or as otherwise required by Licensor.

16. Requirements of Law

This License shall be subject to any and all applicable provisions of federal, state and local laws, rules and regulations.

17. Insurance

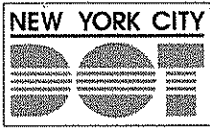
A. Licensee shall procure and maintain throughout the term of this License Marine Protection and Indemnity Insurance, including but not limited to coverage for 1) pollution; 2) injury, illness and death to crew, passengers and all other persons while on board vessels or on the Landing Site(s); 3) wreck liabilities; 4) loss or damage to property whether on land or water and whether fixed or movable; and 5) full running down coverage. Such insurance shall be in an amount not less than twenty five million dollars (\$25,000,000), combined single limit, with the exception of pollution, where coverage will not be less than fifty million dollars (\$50,000,000) per occurrence.

All Marine Protection and Indemnity Insurance shall name each of the City and City Affiliates as defined in Section 17.B directly below. as additional insureds with the broadest type of coverage commercially available under such type of insurance.

B. The term "City and City Affiliates", as used in this Section 17, shall mean the City of New York, New York City Economic Development Corporation ("EDC"), and EDC's Contractor, Apple Industrial Development Corp. ("Apple"), and their respective members, directors, officers, officials, and employees, .

C. For the personnel who work for Licensee, Licensee shall obtain and maintain, during the term of this License, whichever of the following types of insurance are required by law (to the full extent required by law): Longshoremen's and Harbor Workers' Compensation Insurance), Jones Act, workers compensation, employer's liability and disability benefits insurance..

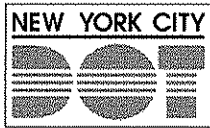
D. Additional insurance required pursuant to this License for a Full License



Private Ferry Operator License

LICENSE NUMBER: L15-X

- i. For all of Licensee's operations under this agreement including, but not limited to, the obligations set forth in Sections 12.3 (entitled "Queuing and No Obstructions", 12.4 (entitled "No Waste Material"), 12.6 (entitled "Cooperation), 12.8 (entitled "Sufficient Personnel"), 12.11 (entitled "Damage to Landing Site(s) or Approaches to Landing Site(s)"), 12.12 (entitled "Closing of Gates and Gangways/Ramps"), 12.13 (entitled: "Landing Site Improvements and Maintenance"), 12.15 (entitled "Ticketing"), and 12.17 (entitled "Security"), Licensee shall obtain and maintain Commercial General Liability Insurance ("CGL") in the amount of, at least, five million dollars (\$5,000,000) per occurrence for bodily injury (including death), personal injury (including, without limitation, death), and property damage and ten million dollars (\$10,000,000) in the aggregate for the duration of this License. Licensee shall cause each of the City and City Affiliates to be named as additional insureds under such CGL insurance with coverage at least as broad as Insurance Services Office (ISO) Form CG 20 26. The CGL insurance shall include coverage relating to all of Licensee's land operations and its use of the Landing Site(s) (including, without limitation, the dock, pier, bulkhead, and Improvements) in connection with the ferry operations licensed by the City and/or in connection with this License. The CGL insurance shall contain no exclusions or endorsements which are not acceptable to the City and shall be of a form and from an insurance company acceptable to the City.
- ii. For any Improvements, Improvements Maintenance, Improvements Restoration, or other operations by Licensee or any of its contractors or subcontractors in connection with the Landing Site(s), including, but not limited to, the dock, pier, and bulkhead. Licensee and its contractors and subcontractors shall obtain and maintain Commercial General Liability Insurance ("CGL") in the amount of, at least, five million dollars (\$5,000,000) per occurrence for bodily injury (including death), personal injury (including, without limitation, death), and property damage and a minimum of ten million dollars (\$10,000,000) in the aggregate for the duration of the Improvements, Improvements Maintenance, Improvements Restoration and other operations. Licensee shall cause each of the City and City Affiliates to be named as additional insureds under this CGL insurance, with coverage at least as broad as Insurance Services Office (ISO) Form CG 20 26. The CGL policy shall contain no exclusions or endorsements which are not acceptable to the City and shall be of a form and from an insurance company acceptable to the City. In addition, the Licensee and its contractors and subcontractors shall obtain and maintain a Builders' Risk policy covering all risks in completed value form. Such

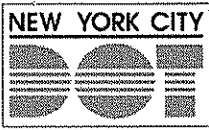


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policy shall cover the total value of work performed, as well as the value of any equipment, supplies and/or material for work that may be in storage (on or off the Landing Site) or in transit. The Builders' Risk policy shall contain the following endorsements: (i) the City and the Licensee shall be named as loss payee for the work in order of preference, as their interests may appear; (ii) in the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company; and (iii) in the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The City of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor." The Licensee shall ensure that its contractor(s) and subcontractors name the City and City Affiliates as additional insureds or loss payee, as appropriate under all policies covering the work to be performed by such contractors and subcontractor(s); the City and City Affiliates' coverage as additional insureds shall be as least as broad as that provided to the Licensee.

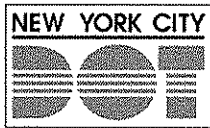
- iii. For the operation of motor vehicles to and from the Landing Site(s), either during periods of reconstruction or in connection with its ferry operations, Licensee shall be required to obtain a Business Automobile Policy with limits of liability not less than one million dollars (\$1,000,000) combined single limit, with all the City and City Affiliates named as additional insureds.
- E. Licensee shall maintain, or cause to be maintained, Wharfinger's Insurance, or other insurance or coverage for legal liabilities arising out of Licensee's operation and maintenance of the Landing Sites pursuant to the License granted herein naming the City New York and the City and City Affiliates as named insureds up to a limit of one million dollars (\$1,000,000) pursuant to this License.
- F. The Licenser retains the right to require additional insurance as deemed necessary by the Commissioner.
- G. All policies required to be furnished hereunder shall be issued by a responsible company or companies licensed, admitted or eligible to do business in the State of New York (and maintain an A.M. Best Rating of A-7 or better and/or a Standard and Poors Rating of at least AA), and all insurance certificates and policies shall be subject to approval by the Commissioner as to form and sufficiency of coverage.
- H. Proof of Insurance
 - i. For all types of insurance required in this Section 17 other than the insurance required by Section 17.D(ii), Certificates of Insurance must be



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- submitted and accepted prior to commencement of service under this License. For insurance required by Section 17.D(ii), Certificate(s) of Insurance must be submitted and accepted prior to commencement of the work at issue.
- ii. For the policies of insurance required by Section 17(C), the Licensee shall submit the types of certificates that are appropriate and customary for these types of insurance. However, ACORD forms are not acceptable proof of workers' compensation coverage (where such coverage is required).
 - iii. For all types of insurance required under this Section 17 other than those required by Section 17(C), the Licensee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall (a) certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) be accompanied by the provision(s) or endorsement(s) in the policy/ies (including general liability policies) by which the City and City Affiliates have been made additional insureds or loss payees, as required herein. All such Certificates of Insurance shall be accompanied by a duly executed "Certification by Broker" in the form attached as Exhibit E hereto.
 - iv. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of all policies required under this License. Such Certificates of Insurance shall comply with subsections (ii) and (iii) directly above.
 - v. Acceptance or approval by the Commissioner of a Certificate of Insurance or any other matter does not waive Licensee's obligation to ensure that insurance fully consistent with the requirements of this Section 17 is secured and maintained, nor does it waive Licensee's liability for its failure to do so.
 - vi. Licensee shall submit, upon request of the Commissioner or the New York City Law Department, complete and correct copies of the insurance policies, including declaration pages and all endorsements thereto, required under this License within sixty (60) days of the commencement of service.
- I. All policies of insurance required by this Section 17 shall contain the terms and condition of policies and endorsements available for such risks.
 - J. All liability policies shall be written on an occurrence basis.



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 Water Street
New York, New York 10041

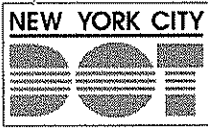
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- K. Should other different or additional types of insurance or clauses thereafter become available, Licensee agrees to furnish such new policies on demand of the Commissioner.
- L. Licensee shall execute and deliver any instruments and to do or cause to be done all acts and things that may be requested by Licensor to properly and fully insure the City and City Affiliates against all damage and loss as required in this Section 17 and to effectuate and carry out the intents and purposes of this License.
- M. Within twenty (20) days after receipt of any notice of cancellation, termination or material modification from an insurer, the Licensee shall obtain a new policy providing coverage required herein for the duration of the License term, and furnish two (2) copies to the Commissioner.
- N. Failure to comply with the insurance requirements in this Section 17 shall be a material breach of this License.
- O. All insurance, certificates and policies shall be filed with:
- a) Deputy Commissioner Ferries
New York City Department of Transportation
1 Ferry Terminal Drive
Staten Island, NY 10301
 - b) Senior Vice President
Asset Management Division
Attention: Ferries
New York City Economic Development Corporation
110 William Street, 6th Floor
New York, NY 10038
- P. The following terms and conditions shall apply as a condition of this License, and shall be written into the policies of Insurance required in this Section 17:

Unless changed in writing at a later date, notice under the policies provided for above, shall be addressed to:

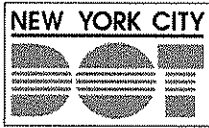
- a) Deputy Commissioner Ferries
New York City Department of Transportation
1 Ferry Terminal Drive
Staten Island, NY 10301



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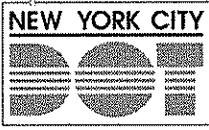
- b) Senior Vice President
Asset Management Division
Attention: Ferries
New York City Economic Development Corporation
110 William Street, 6th Floor
New York, NY 10038
- i. The policies shall not be canceled, terminated or modified unless thirty (30) days written notice is sent by certified mail, to the Licensee, the City, the Licensor and EDC at the addresses listed above.
 - ii. The presence of any inspectors, employees or agents of the City of New York, EDC or Apple on the Landing Site pursuant to this License shall not invalidate any policy of insurance.
 - iii. Notice of accidents, claims or suits to the insurance company by Licensee or any person shall be deemed notice by the Additional Insureds as well.
 - iv. The insurer waives all rights of subrogation against the Additional Insureds and/or loss payees, including their members, directors, officers, officials, agents, employees, consultants, contractors and other representatives.
 - v. If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the City of New York, the New York City Economic Development Corporation and Apple Industrial Development Corp. as Additional Insureds under such required policy, such knowledge by an agent, servant, official or employee of the City of New York, the New York City Economic Development Corporation, or Apple Industrial Development Corp. will not be considered knowledge on the part of the City of New York, the New York City Economic Development Corporation or Apple Industrial Development Corp. of the "occurrence", "claim", or "suit" unless notice thereof is received by the Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department and Senior Vice President, Asset Management Division, New York City Economic Development Corporation.
 - vi. The issuer of the policy shall immediately notify the Licensee and Licensor of any changes to or lapses in coverage.
- Q. Policies of insurance required under this Section 17 shall be primary and non-contributing to any insurance or self-insurance maintained by any of the City and City Affiliates.
- R. The City and City Affiliates' limits of coverage for all types of insurance required under this Section 17 shall be the greater of (i) the minimum limits set forth in this



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- Section 17 or (ii) the limits provided to the Licensee under all primary, excess and umbrella policies covering operations under this License.
- S. The Licensee may satisfy its insurance obligations under this Section 17 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
 - T. The Licensee shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not any of the City and City Affiliates are insured under the policy.
 - U. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Section 17, the Licensee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this License (including notice to Commercial General Liability insurance carriers for events relating to the Licensee's own employees) no later than 20 days after such event. For any policy where any of the City and City Affiliates is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of all Additional Insureds as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Licensee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.
 - V. Insurance coverage in the minimum amounts provided for in this Section 17 shall not relieve the Licensee of any liability under this License, nor shall it preclude the City of New York or any of the other City and City Affiliates from exercising any rights or taking such other actions as are available to them under any other provisions of this License or the law.
 - W. The Licensee waives all rights against the City and City Affiliates, including their respective officials and employees, for any damages or losses that are covered under any insurance required under this Section 17 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Licensee and/or its employees, agents, or servants of its contractors or subcontractors.
 - X. In the event the Licensee requires any entity, by contract or otherwise, to procure insurance with regard to any operations under this License and requires such entity to name the Licensee as an additional insured under such insurance,



Private Ferry Operator License

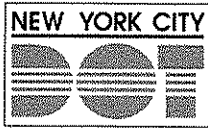
LICENSE NUMBER: L15-X

the Licensee shall ensure that such entity also name the City and City Affiliates as additional insureds with coverage at least as broad as ISO form CG 20 26.

- Y. In the event the Licensee receives notice from an insurance company or other person that any insurance policy required under this Section 17 shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, the Licensee shall immediately forward a copy of such notice to the Commissioner. Notwithstanding the foregoing, the Licensee shall ensure that there is no interruption in any of the insurance coverage required under this Section 17.

18. Indemnification and Licensee Responsibility for Safety, Injuries or Damage

- A. To the full extent permitted by law, Licensee shall forever defend, indemnify and hold the City of New York, New York City Economic Development Corporation ("EDC"), and EDC's Contractor, Apple Industrial Development Corp. ("Apple"), and their respective members, directors, officers, officials, agents, employees, consultants, contractors and other representatives (collectively, the "Indemnitees"), harmless against any and all losses, liabilities, claims, suits, actions, fines, damages, penalties, costs, charges, judgments and expenses, including without limitation reasonable attorney's fees, arising from any personal injury, any bodily injury (including, without limitation, death), and/or any damage to, or loss of, property of any nature, arising out of any operations under this License or any inaction by Licensee.
- B. The Indemnitees may arrange for their own defense by the Office of the Corporation Counsel in any action, claim, suit, or other proceeding (for which Licensee shall pay all reasonable attorney's fees and costs), and, having done so, may at any time thereafter, tender their further defense to Licensee. Any action or inaction in this regard shall in no way prejudice any rights to which the Indemnitees, or any of them, may be entitled to under this Section 18 or otherwise.
- C. Licensee's duty to defend, indemnify and hold the Indemnitees harmless, as provided herein, shall not be abrogated, diminished or otherwise affected by Licensee's obligation to obtain and maintain insurance pursuant to the provisions of the Section 17, nor by their failure to avail themselves of the benefits of such insurance for whatever reason, including failure to make due and timely demand upon the insurers therefor.
- D. Licensee's obligations under Section 18(A), (B) and(C) shall survive the expiration or termination of this License.
- E. Licensee Responsibility for Safety, Injuries or Damage



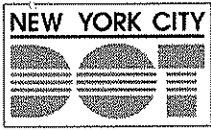
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- i. The Licensee shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors.
- ii. The Licensee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City and other Indemnitees or others from damage, loss or injury resulting from any and all operations under this License.
- iii. The Licensee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this License, whether or not due to the negligence of the Licensee, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.
- iv. Full Licensees shall use Landing Sites in compliance with, and shall not cause or permit Landing Sites to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Licensee or the Landing Site (collectively "Environmental Laws"). Except as may be agreed by the City as part of this License, Licensee shall not cause or permit, or allow any of the Licensee's personnel to cause or permit, any Hazardous Materials to be brought upon, store, used generated, treated or disposed of on the Landing Site. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.
- v. Notice of accidents shall be given by the Licensee to the Deputy Commissioner Ferries immediately but in no case to exceed twenty-four (24) hours after such accidents occur.

19. Investigation Clause

19.1 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses



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under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or License that is the subject of the investigation, audit or inquiry.

19.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or License entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation with the City, or any public benefit corporation organized under the laws of the State of New York, or;

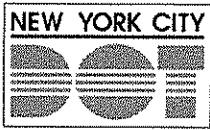
(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party of interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or License entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

19.3 (a) The commissioner whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or License shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b) If any non-governmental party to the hearing requests an adjournment, the commissioner who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or License pending the final determination pursuant to paragraph 19.4 below without the City incurring any penalty or damages for delay or otherwise.

19.4 The penalties which may attach after a final determination by the commissioner may include but shall not exceed.

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or License with or from the City; and/or



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(b) The cancellation or termination of any and all such existing City contracts, leases, permits or Licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination, monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

19.5 The commissioner or agency head shall consider and address in reaching his or her determination and assessing an appropriate penalty the factors in paragraph (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

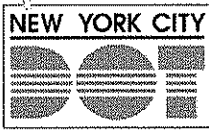
(b) The relationship of the person who refuses to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or Licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 19.4 above, provided that the party or entity has given actual notice to the commissioner, or agency head upon the acquisition of the interest, or at the hearing called for in 19.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstances the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

19.6 (a) The term "License" or "license" as used herein shall be defined as a License, permit, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.



Private Ferry Operator License

LICENSE NUMBER: L15-X

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, Licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

19.7 In addition to and notwithstanding any other provision of this agreement the Commissioner may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Licensee, or affecting the performance of this License.

20. Noise Control

Licensee shall comply with Section 24-216 of the Administrative Code of The City of New York. Licensee shall not permit or cause to be permitted on or near the Landing Site(s) devices and activities which are subject to the provisions of the New York City Noise Control Code to be operated, conducted, constructed or manufactured which cause a violation of the Noise Control Code.

Any such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Commissioner of the Department of Environmental Protection of The City of New York or its successor.

21. Modification

Except for those modifications that are at the sole discretion of the Licensor as described by provisions of Section 3 of this License, this License may not be altered, modified or amended in any manner whatsoever except by a written document signed by Licensor and Licensee and processed in accordance with the Service Change Request procedure as follows:

A. Any changes to this unexpired, executed License must be applied for via the Service Change Request form (F-PFO1 annexed hereto as Exhibit C) prior to implementing the change.



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- B. Change requests are reviewed by Licensor and approved on a case-by-case basis. Fee adjustments may result. Route fees will be payable to Licensor while Landing Slot fees will be payable to Apple Industrial Development Corporation.
- C. Licensee will advise Licensor of any service changes at least ten (10) days prior to intended implementation.
- D. Licensee will complete and submit the Service Change Request form and ensure that applicable attachments are provided to fully describe the nature of the requested change.
- E. Licensor will advise the Licensee of any application related issues, associated billing changes if applicable, and grant or deny approval to the request.
- F. Licensor will execute and issue the completed Service Change Request form to the Licensee to serve as written approval of the requested modification. The form shall be maintained as an addendum to this License.

22. Unconditional Right of Revocation

Licensee expressly agrees that Licensor, acting by and through the Commissioner, shall have the unconditional right to revoke this License and terminate the period thereof, at will, at any time, upon twenty-four (24) hours written notice to Licensee, any provision of this License to the contrary notwithstanding.

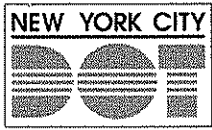
In addition, under the provisions of a Full License, Licensor shall have the right to revoke the right of Licensee to a specific Landing Slot(s) granted hereunder with or without cause by giving, in writing to the Licensee, twenty-four (24) hours notice prior to such revocation.

Licensee shall be entitled to a pro rata refund of the charge advanced, based on the number of slots revoked, provided, further, that no refund shall be made if the revocation of the specific Landing Slot(s) or this License is due to Licensee's failure to comply with any of the terms and conditions of this License as determined by the Commissioner.

Consistent with the provisions of the Abatement Section of this License, the right of the Licensee to a specific Landing Slot(s) granted hereunder may be suspended by the Licensor in the event of an emergency as determined by the Commissioner.

23. Books and Records

Licensee shall retain the books and records related to this License for a period of six (6) years after the expiration or sooner termination of this License and shall allow Licensor, the City of New York, its agents and representatives, including without



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limitation EDC and Apple, at all reasonable times to examine and audit such books and records.

24. No City Employee Has Interest

Licensee warrants and represents that no officer, agent, employee, or representative of The City of New York has received any payment or other consideration for the making of this License nor has any legal interest, directly or indirectly, in this License or the proceeds thereof.

25. No Discrimination

Licensee covenants and agrees that it shall treat all employees and applicants for employment without discrimination as to race, creed, color, national origin, sex, age, disability, marital status or sexual orientation in all employment decisions, including, but not limited to, recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment and shall state in all solicitations or advertisements for employment placed by or on behalf of the Licensee that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, disability, sex, sexual orientation, or affectional preference.

26. National Transit Database

Licensee shall prepare reports as required by the National Transit Database, formerly Section 15 of the Urban Mass Transportation Act of 1964, as amended, in a form acceptable to the Commissioner and to the Federal Transit Administration. A draft of this report shall be submitted to the Commissioner for review no later than twenty (20) days before the due date or final extended due date approved by the Federal Transit Administration, except where such requirement cannot reasonably be met because of a failure on the part of the Licensor to supply the Licensee with any necessary information no later than thirty (30) days before such due date or final extended due date. Licensee shall also assist Licensor in preparing reports required for other Federal, State, or other assistance programs as requested by the Commissioner. The Licensee's responsibility to supply such information, complete such forms, file such reports and fully cooperate with the City, so that the City may qualify for state or federal financial assistance or other assistance shall in no way be diminished by the fact or the possibility that the Licensee does not or may not benefit any way from such State or Federal financial or other assistance.



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 Water Street
New York, New York 10041

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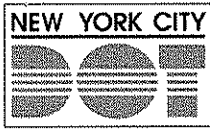
LICENSE NUMBER: L15-X

27. Choice of Law, Jurisdiction and Venue

This License shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Licensee, and shall be governed by and construed in accordance with the laws of the State of New York.

The parties agree that any and all claims asserted by or against the City arising under this License or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this intent, the Licensee agrees:

- A. If the City initiates any action against the Licensee in Federal Court or in New York State Court, service of process may be made on the Licensee either in person, wherever such Licensee may be found, or by registered mail, return receipt requested, addressed to the Licensee at its address as set forth in this License, or to such other address as the Licensee may provide to Licensor in writing; and
- B. With respect to any action between the City and the Licensee in New York State Court, the Licensee hereby expressly waives and relinquishes any rights it might otherwise have:
 - i. to move to dismiss on grounds of forum non conveniens;
 - ii. to remove to Federal Court; and
 - iii. to move for a change of venue to a New York State Court outside New York County.
- C. With respect to any action between the City and the Licensee in Federal Court located in New York City, the Licensee expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.
- D. If the Licensee commences any action against the City in a court located other than in the City and County of New York, upon request of the City, the Licensee shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and County of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Licensee shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in the City and County of New York.



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28. No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by the Licensee against any member, director, officer, official, agent, employee, consultant, contractor or other representatives of the Indemnitees for, or on account of, anything done or omitted in connection with this License.

29. Article 78 Proceedings

Any action taken by the Commissioner arising out of or related to this License may only be challenged in a proceeding instituted in New York County pursuant to Article 78 of the New York State Civil Practice Law and Rules.

30. Survival

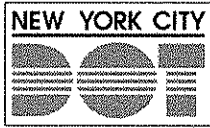
Any and all obligations and/or liabilities of Licensee under this License shall survive the expiration, termination or revocation of this License.

31. Fare Structure

The Commissioner shall be notified in writing of all changes in fares at least five (5) working days prior to implementation.

32. Liens

- (a) The Licensee warrants and agrees that the contractual benefits, and all matters covered by this License, are such as will in every instance give rise to a maritime lien against the vessel(s), a State lien against the vessel(s), in addition to any direct claims against the Licensee or those in privity with it or the vessel(s) which may exist.
- (b) The Licensee warrants that it will not contest the validity of any such liens in any suit by Licensor to enforce them.
- (c) The Licensee expressly waives any requirements of statute, law or rule of court that prior notice be given as a condition of arrest of the vessel(s) pursuant to any in "rem" court action which Licensor may bring.
- (d) Licensor may bid at any sale of the vessel(s) by law, and may limit its bid to less than the amount of its judgment.
- (e) The proceeds of any sale of the vessel(s) shall be applied first to the payment of expenses of the sale (including attorney's fees), then to the payment of the judgment itself, and any balances remaining shall be paid to the Licensee, upon its receipt thereof.



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 Water Street
New York, New York 10041

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New York City Department of Transportation – Licensor

Private Ferries
1 Ferry Terminal Drive
Staten Island, NY 10301

By _____

Date _____

Deputy Commissioner Ferries

_____ – Licensee

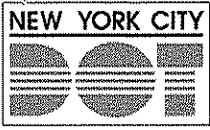
Address:

By _____

Date _____

Title _____

_____ Affix Corporate Seal or Stamp



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 Water Street
New York, New York 10041

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APPROVAL AS TO FORM OF A LICENSE BY STANDARD TYPE OF CLASS

AGENCY: Department of Transportation

LICENSE: Private Ferry Operator License

Pursuant to Section 394 of the New York City Charter, I hereby approve as to form the annexed License by standard type of class. This approval is valid for one (1) year from the date hereof and for a maximum of seventy-five (75) Licenses.

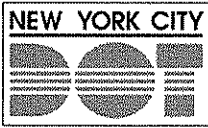
The above approval is made on the express understanding that the substantive language of the subject License will not be altered or changed in any way without prior submission to the Office of the Corporation Counsel for approval, provided, however, that blank spaces in the Licenses requiring names, dates, dollar amounts or other similar details may be completed.

Approved as to form and certified as to legal authority.

Sharon Cantor

ACTING CORPORATION COUNSEL

Date: JAN 15 2015



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
55 Water Street
New York, New York 10041

Private Ferry Operator License

LICENSE NUMBER: L15-X

Acknowledgment by NYCDOT

State _____, City, _____ and
County of _____.

On this _____ day of _____ before me personally
came James C. DeSimone, Deputy Commissioner Ferries of the Department
of Transportation, City of New York, to me known and known to me to be the
same person described in an who executed the foregoing instrument and he
acknowledged to me that he executed the same for the purpose therein
mentioned.

Signature

Notary Public

[Handwritten signature]

Affix Corporate Seal or Stamp



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
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Acknowledgment by Corporation

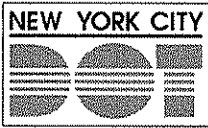
State _____, City, _____ and
County of _____.

On this _____ day of _____ before me personally
came _____ who being by me duly sworn did
depose and say that he/she resides in the City of _____; that he/she is
the President of _____; the corporation
described in and which executed the foregoing instruments; that he/she
knows the seal of said corporation, that the seal affixed to the said instrument
is such corporate seal; that it was so affixed by order of the Board of Directors
of said corporation; and that he/she signed his/her name thereto by like
order.

Signature

Notary Public

Affix Corporate Seal or Stamp



Private Ferry Operator License

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EXHIBIT A – NYCDOT FERRY LANDING FEES

The following are the landing slot fees that apply to all City-owned landing sites operated under this License

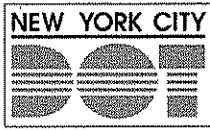
Region	Ferry Landing Sites	Peak Rate	Off-Peak Rate	Peak Linked Rate	Off-Peak Linked Rate	Layover	Ticket Office
Manhattan Central Business District (CBD)	BMB – Slip 5 South Ferry	\$16.30	\$2.80	(3)	(4)	(5)	N.A.
	Pier 11 Wall Street (7)	\$16.30	\$2.80	(3)	(4)	(5)	(6)
	East 34 th Street	\$16.30	\$2.80	(3)	(4)	(5)	N.A.
Non-CBD	East 90 th Street (1)	\$2.80	\$2.80	(3)	(4)	(5)	N.A.
	Yankee Stadium	\$16.30	\$16.30	N.A.	N.A.	N.A.	N.A.

DEFINITIONS

Landing Slot: The docking of a vessel at a City-owned ferry landing site at an assigned time designated by the New York City Department of Transportation.

Peak Period: Monday through Friday, 6:00 am – 10:00 am; 4:00 pm – 7:00 pm.

Off-Peak Period: All times not indicated under Peak Period.



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NOTES

1. Does not include operators' allowable equipment usage fees at East 90th Street.
2. An operator will be charged for the docking of the same vessel no more than once per hour at the same landing site (applies to all Landing Sites).
3. The maximum charge for one vessel on a single run in one direction during peak period, regardless of the number of landing sites, is \$24.30.
4. The maximum charge for one vessel on a single run in one direction during the off-peak period, regardless of the number of landing sites, is \$4.30.
5. \$16.30 per scheduled hour, or part thereof, whether or not utilized. Operator shall submit a schedule for approval in advance.
6. \$50.00 per scheduled day, or part thereof, whether or not utilized. Operator shall submit a schedule for approval in advance.
7. Includes any temporary docking/layover space designated at Piers 13 or 14.
8. Experimental Water Taxi Rate. For the purposes of this Exhibit, an operator's ferry route may be considered a Water Taxi Route if and only if a) the operator's service on that route is provided exclusively by vessels with a capacity of 99 or fewer passengers and by no other vessels, and b) the vessels shall arrive and depart in a "touch and go" manner at DOT landing sites, minimizing their dwell time. A Water Taxi route shall be charged off-peak rates for landing slots at all times. Licensor reserves the right to at any time grant scheduling priority to larger ferries over a route charged at the Water Taxi Rate. Licensor reserves the right to adjust the capacity limit of 99 passengers to be consistent with any changes made by City Planning Commission to the definition of docks for water taxis in the New York City Zoning Resolution. The Licensor shall be the sole judge of the applicability of this rate in each instance (applies to all Landing Sites).

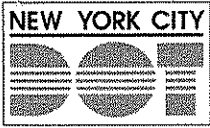


NEW YORK CITY DEPARTMENT OF TRANSPORTATION
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EXHIBIT B – LICENSEE SCHEDULE OF OPERATIONS

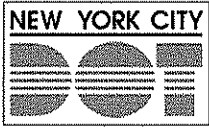


Private Ferry Operator License

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EXHIBIT C – SERVICE CHANGE REQUEST FORM (F-PF01)

FERRY OPERATOR ONLY COMPLETE 1-5	
1 Operator Details	Company name: _____ Contact name: _____ Email: _____ Telephone: _____
2 Request impacts:	New route? <input type="checkbox"/> Yes <input type="checkbox"/> No Schedule change? <input type="checkbox"/> Yes <input type="checkbox"/> No
3 Describe requested changes below (include specific details):	
4 Requested start date:	Requested end date:
5 Transmit to NYCDOT:	PFERRIES@DOT.NYC.GOV
NYCDOT ONLY COMPLETE BELOW	
6 Date Received:	
7 Review:	Impacts fees or security deposit? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, specify amount of billing adjustment: _____ If Yes, specify when adjustment will be applied below (e.g., monthly, one-time, etc.): _____ Impacts physical changes to facility? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, obtain EDC written approval and attach to this form. Other impacts determined? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe below: _____
8 Approval:	NYCDOT <input type="checkbox"/> Approves <input type="checkbox"/> Does Not Approve this request. Date: _____ Signature*: _____ <i>*D/C Ferries signature required for requests with billing adjustments.</i>
9 Reference Number:	(License Number + sequential alpha character – begin with "A")
NYCDOT shall transmit each approved service change request to the Licensee and attach the executed copy to the related NYCDOT Private Ferry Operator License.	

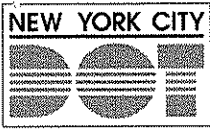


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EXHIBIT D – FERRY LANDING DIAGRAMS



NEW YORK CITY DEPARTMENT OF TRANSPORTATION
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EXHIBIT E – CERTIFICATION BY BROKER

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name and title of authorized officer (typewritten)]

Sworn to before me this
____ day of _____, 20__

