



Request for Proposals:
High Line Cart/Kiosk Operator for
Chelsea Market Passage Cart/Kiosks



HIGH LINE FOOD

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OVERVIEW

Friends of the High Line (FHL) envisions interesting, seasonal, and sustainable food on the High Line as a public amenity that complements the High Line experience as well as the High Line's values. FHL seeks operators who have a track record of business sustainability, operational excellence, and strong ethics. Operators must have a deep commitment to partnering with FHL, and must provide high quality and accessibly priced food and beverage services.

**All proposals must be received by
March 8, 2019, at 6pm.**

OFFERING SUMMARY

Friends of the High Line, Inc. (FHL) requests proposals for the operation of seven (7) distinct vendor locations on the High Line (location detailed below) for the 2019 season. The selected concessionaires will be awarded a 2-year term with option for 1-year renewal with mutual agreement.

FHL is seeking to receive individual proposals from distinct vendors for each of the 7 cart/kiosks in the Chelsea Market Passage "Permitted Premises." **Vendor categories FHL are seeking are as follows:**

- **Savory or a mix of savory and sweet options**, to be located in Chelsea Market Passage on the High Line between 15th and 16th Streets.
- **Full-service coffee** cart/kiosk to be located in Chelsea Market Passage on the High Line between 15th and 16th Streets.
- **Sweet options**, to be located in Chelsea Market Passage on the High Line between 15th and 16th Streets.
- **Juices, smoothies, and sliced or whole fruit and vegetable options** to be located in Chelsea Market Passage on the High Line between 15th and 16th Streets.

OFFERING SUMMARY

OFFERING TERM

FHL is seeking a concessionaire for one 2-year term with option for a 1-year renewal upon mutual agreement of both parties. No longer term will be considered at this time. This concession will be operated pursuant to a sublicense issued by FHL and approved by the City of New York (City) Department of Parks and Recreation (Parks) as permitted by FHL's concession agreement with NYC Parks; no leasehold or other proprietary rights are offered.

CONTACT

The Project Manager for the RFP process is Rachel Glaze. Food and Beverage Manager Tour RSVPs should be made by email. Proposals should be submitted in PDF format by e-mail to rachel.glaze@thehighline.org

SCHEDULE

RFP Release Date

February 11, 2018

Site Tour

February 19, 2019

Proposal Due Date

March 8, 2019

Award Date

March 15, 2019

Start of On-Site Concession

April 25, 2019 (approx.)

HIGH LINE FOOD & PROGRAM BACKGROUND

The High Line is a public park built on an historic freight rail line elevated above the streets on Manhattan's West Side. It is owned by the City of New York, and maintained and operated by Friends of the High Line (FHL). Founded in 1999 by a group of community residents, FHL fought for the High Line's preservation and transformation at a time when the historic structure was under the threat of demolition. It is now the nonprofit conservancy working with the New York City Department of Parks & Recreation (Parks) to make sure the High Line is maintained as an extraordinary public space for all visitors to enjoy.

FHL aims to reimagine, and be a leading civic and cultural innovator for, urban public spaces in the 21st century. Now approaching the end of its first decade of existence as a physical structure, FHL is reaffirming its commitment as an organization that embraces the diversity of New York City and creates equity in its community. In addition to overseeing maintenance, operations, and public programming for the park, FHL works to raise the essential private funds to support nearly 100% of the park's annual operating budget.

The High Line's food program was established in 2011 in response to neighbors and visitors regularly requesting food and beverage during their visits. Since then, FHL has strived to create a food and beverage program that is high quality, interesting, sustainable, and fairly priced. This program is a vital public amenity that enhances the High Line experience in a positive and significant way for visitors. In 2017, more than 7 million people visited the park during the course of the year.

Food and beverage vendors are often the first point of customer service interaction between visitors and people associated with the High Line, therefore FHL places a very high premium on the quality of customer service provided by operators. In exchange for that expectation, the High Line provides to vendors unparalleled exposure and access to a high-volume stream of potential customers, and a great deal of hands-on support and infrastructure. Proceeds from the operation of the concessions are an important source of revenue for FHL and directly support the maintenance and operations of this extraordinary public space.

PRINCIPLES FOR HIGH LINE FOOD, AS PART OF THE HIGH LINE EXPERIENCE

FHL is looking for concessionaires who will serve food that is as thoughtful and creative as the High Line itself, and who are interested in building strong partnership and active collaboration with FHL. Success on the High Line is predicated as much by practicality and efficiency as it is by creativity, however, and the park's strongest vendors have historically been those who are able to mesh streamlined, responsive operations with unique and delicious foods.

FHL has crafted five core principles for food and beverage service on the High Line. Successful proposals will thoroughly respond to these principles, listed below in no particular order of importance:

Make it extraordinary

The food quality, menu design, and cart aesthetics should all reflect the High Line's ethic of outstanding stewardship. Each detail should impress and highlight the visitor's experience of being in a unique place within New York City.

Make it equitable and accessible

The menu design and foods offered should build on the High Line's welcoming and sociable qualities and should reflect the diversity of NYC. Offerings should be genuine, delicious, and accessible, and provide a range of price points for customers with different needs and resources.

OFFERING SUMMARY

Customer service is critical

Visitors to the High Line engage with the park's food and vendors for myriad reasons: a quick respite with a beverage, foodie experiences, directions to the bathroom, a full meal, and other reasons still. Concessionaires' everyday operations must be equipped to deal with these various types of interactions with grace, generosity, and the High Line's ethos in mind.

Simple and portable is best

The High Line is a linear park where visitors rarely sit for very long. The most successful foods on the High Line are those that can be served quickly and that customers can enjoy while walking. Simple and streamlined menus that leverage off-site, DOH-approved facilities or commissaries for food and alcoholic beverage storage and preparation are vital for success.

Make it sustainable

The High Line represents a commitment to the ethos of reduce, reuse, recycle, down to the structure it is built upon. Operators are expected to reflect this ethos by minimizing operating waste and offering compostable packaging and cutlery for customers. Operators are encouraged to further reflect sustainability through seasonal menus and locally-sourced ingredients.

CHELSEA MARKET PASSAGE

The Chelsea Market Passage (CMP) is located on the High Line in a semi-enclosed space that was once a loading dock for freight trains making stops at the industrial bakery of the National Biscuit Company, or Nabisco. The building itself was converted for public use as the Chelsea Market in the 1990s. The space runs for one city block on the High Line, between West 15th and West 16th Streets, and offers a cool refuge for park visitors on warm days.

FHL will provide each operator with a 10' x 8' enclosed cart/kiosk. Each cart/kiosk will include basic refrigeration equipment and hand wash sink. Operators will be responsible for providing any additional equipment required. Vendors are required to keep their cart/kiosk clean, sanitary and organized throughout the season.

Savory food and beverages

FHL is seeking four (4) food concessionaires for the CMP area who can offer savory foods and beverages. Preference will be given to concessionaires proposing all savory menus. However, strong applicants proposing a mix of savory and sweet offerings will be considered.

These concessionaires will have access to the following utility services, which will be connected to the vendor's cart/kiosk electrical panel.

- 60A/208V Electrical Service (single phase or convertible to three-phase)
- 20A/120 V Quad Electrical Receptacle

Sweet food and beverages

FHL is seeking one (1) food concessionaire for CMP area who can offer sweet foods and beverages.

These concessionaires will have access to the following utility services, which will be connected to the vendor's cart/kiosk electrical panel.

- 60A/208V Electrical Service (single phase or convertible to three-phase)
- 20A/120 V Quad Electrical Receptacle

THE CONCESSION

Juices, smoothies, and sliced whole fruit or vegetable options

FHL is seeking one (1) food concessionaire for CMP area who can offer juices, smoothies, and sliced or whole fruit and vegetable options.

This concessionaire will have access to the following utility services, which will be connected to the vendor's cart/ kiosk electrical panel.

- 60 A/208 V Electrical Service (single phase or convertible to three phase)
- 20 A/120V Quad Electrical Receptacle
- Directly piped cold water supply

Full-service coffee

FHL is seeking one (1) coffee concessionaire for CMP who can offer a full-service menu to complement the selection of sweet and savory foods from other vendors. This is assumed to include espresso drinks, hot drip coffee, ice coffee, and teas at a minimum. Pod coffee machines will not be permitted.

This concessionaire will have access to the following utility services, which will be connected to the vendor's cart/ kiosk electrical panel.

- 60 A/208 V Electrical Service (single phase or convertible to three phase)
- 20 A/120V Quad Electrical Receptacle
- Directly piped cold water supply

The operator will be responsible for obtaining all necessary permits, licenses, and approvals from all City, State and Federal Agencies having jurisdiction for the operation, maintenance and/or development of the concession.

REQUIRED SUBMISSION MATERIALS



Photo by Nicole Franzén

CONTENTS OF SUBMITTED PROPOSALS

Proposers should submit the following information for evaluation:

1. Personal and business biography: Please tell us who you are, when your company started, what we should know about your business and your professional background.
2. Monthly license fee: The fee offer should state the highest sum each proposer is prepared to pay as a license fee, expressed as a guaranteed monthly minimum fee versus a percentage of gross receipts, whichever is greater. In the event of a renewal, FHL requires that there be an escalation of at least three percent (3%) per year above the initial guaranteed minimum fee.
3. Food and beverage concept and menu: Include a detailed description of style, dishes, sourcing, and prices, as well as sample menu.
4. Single-season pro-forma: Include income and expense projections for each month of operation. Please explain any assumptions used in the pro-forma.
5. Signage design: illustrations of brand logo.
6. Plating, dish, and packaging design: Include information on materials, compostability, and sizes. Please include photographs of containers if possible.
7. Operational plan: Please specify hours of operation (within park hours), opening and closing procedures, cleaning schedule, provisions for removal of trash, storage requirements, and anything else relevant to daily operations.
8. Staffing plan: Please specify plans for staffing, including regular service personnel as well as management oversight.
9. Food and beverage receiving plan: Including times of day (within park hours), days per week, receiving staff, and projected space requirements per delivery (e.g. number of cases, hand-trucks, etc.).

REQUIRED SUBMISSION MATERIALS

10. Utility and electric needs: Please provide an equipment schedule showing intended uses, model numbers, voltage requirements, and amp ratings.
11. Point-of-sale system: Please identify the POS system that will be used by the concessionaire.
12. Financial reporting: Please include a sample of the daily and monthly sales reporting provided by the selected POS system.
13. Opening plan: Please outline ramp-up plan to be open for business no later than April 25, 2019.

In addition, proposers must include as part of their application the following:

- Refundable proposal deposit: A check in the amount of \$750 must be submitted with the proposal. In the event of the failure of a successful proposer to execute a concession agreement in accordance to the terms of this proposal, the deposit shall be retained by FHL unless the proposal has been permitted to be withdrawn. Proposal deposits will be returned to unsuccessful proposers after agreements are signed with the successful proposers.
- Three business references: References should be recent, relevant to the High Line

concession opportunity, and list persons with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial and operational capabilities. Please include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer, and the name, title, address, and telephone number of a contact person at the reference entity.

Failure to comply with the above reference request may result in the automatic disqualification of a submission from further consideration.

FHL recommends that applicants speak to the following qualities in their proposal:

- Demonstrate experience managing a concession in an outdoor location that meets the standards of quality and excellence the High Line seeks.
- Demonstrate a company ethic of progressive labor practices, competitive wages, and investment in community.
- Demonstrate a strong brand compatibility with the High Line.
- Interest in and capacity for limited event catering (menus rather than service staff) in cases when special event clients seek food offerings from existing High Line vendors.

REQUIRED SUBMISSION MATERIALS

PROPOSAL SUBMISSION INSTRUCTIONS

Please submit one (1) electronic version of your proposal in PDF format. Each proposal should be contained in a single PDF file, including all required attachments. If file is too large to email, you may alternately send a file link (e.g. Dropbox, Google Docs, Hightail) to:

Rachel Glaze
rachel.glaze@thehighline.org

**All proposals must be received by
February 28, 2019, at 6pm.**

EVALUATION & SELECTION PROCEDURES

Finalists in the process will be required to meet with FHL's selection committee and provide a sampling of their menu items. FHL anticipates holding interviews for finalists in March 2019.

Proposals will be evaluated based on the criteria below.

- Monthly license fee offered.
- Operating experience in the field, specifically in concessions with similar logistical and traffic challenges
- Proposed food and beverage concept, with an emphasis on:
 - Food and beverage concept and quality*
 - Food and beverage fit with the High Line experience*
 - Sample menu, including selection and pricing*
 - Sustainability in sourcing (local, seasonal, and sustainably sourced ingredients)*
 - Sustainability in packaging and general operations*
 - Operating plan for food production*
- Additional factors such as quality of

presentation, business references, and marketing ideas.

FHL will only consider proposals that meet satisfactory levels of the above criteria. FHL is not required to accept the proposal that includes the highest license fee offered

The acceptance of a proposal does not imply that every element of that proposal is acceptable, and FHL will actively work with the selected partner(s) to finalize all elements of the proposals.

Proposals will be evaluated by a selection committee composed of FHL staff, and will be based on the criteria listed below. The concession will be awarded to the proposer whose submission best meets these criteria.

REQUIRED SUBMISSION MATERIALS

PROPOSAL EVALUATION RATIONALE

In evaluating proposals, the Selection Committee will use the following criteria:

Fee offer: 10%

Operating experience: 40%

Proposed food and menu concept: 40%

Additional factors: 10%

ADDITIONAL DETAILS & CONSIDERATIONS



ABOUT OPERATING

Concession Season

In the 2019 season, FHL expects the concessionaire(s) to operate from **April 25 through October 31, 2019**. However, these dates may change depending on weather and other extenuating circumstances that will be reviewed in the walk through and Sublicense Agreement

Season Opening

FHL requires a target opening for the season of no later than **April 25, 2019**.

Hours of Operation

All hours of operation are subject to FHL's and NYC Parks' prior written approval, and will require the concessionaire to close 30 minutes to one hour in advance of the park's closing. Current Park Hours are:

April 1 through May 31:
7am to 10pm

June 1 through September 30:
7am to 11pm

October 1 through November 30:
7am to 10pm

Cleaning and Maintenance Schedules

The concessionaire will be required to keep their concession clean and well-maintained at all times.

Storage

The concessionaire's operating materials must be stored out of sight of the general public. There is VERY limited storage on the High Line; concessionaires will need to supply the High Line location from their headquarter kitchens to the concession location. Operator must provide a detailed delivery schedule.

Waste Removal and Recycling

A dedicated trash, compost, and recycling receptacle will be provided by FHL and kept directly beside or behind the vendor's area. The concessionaire is responsible for placing waste, compost, and recycling in designated locations each day. FHL hires a commercial trash hauler on behalf of the concessionaire. The concessionaire will be responsible for jointly covering the cost of waste, compost, and recycling.

ADDITIONAL DETAILS & CONSIDERATIONS

Deliveries and Parking

FHL requires food vendors to make deliveries before 11am due to traffic on the High Line. No accommodations are provided for delivery and parking. Delivery schedule is flexible depending on the concessionaire schedule.

Licensing and Permits

The concessionaire will be required to obtain any and all necessary approvals, permits, and licenses for the operation of this concession. This includes all relevant Department of Health & Mental Hygiene (DOHMH) permits for the High Line location as well as commissary, as applicable. Each vendor must have one person on-site at all times with a valid DOHMH Food Handler's License.

The concessionaire(s) will be required to obtain applicable DOHMH permits before the start of the season.

Concessionaire must submit all related paperwork, such as service operational manual, delivery schedule, and name(s) of employees that have a food handler's license.

The concessionaire will be required to operate their food service operations in such a manner as to maintain the highest New York City Department of Health inspection rating.

Supply

The concessionaire will be required to maintain adequate inventory to ensure a constant supply of food and beverages.

Staffing

Every concessionaire is required to have a dedicated manager who is the primary contact for FHL.

The concessionaire will be required to have a sufficient number of staff to ensure proper operation of the concessions. Staff is expected to wear presentable uniforms and/or attire that are suitable for working with the public, operating outdoors, and representing FHL.

Special Events and FHL Events

The concessionaire will be required to cooperate with FHL during special events. FHL reserves the right to schedule a reasonable number of private events and programs over the season. When an event is scheduled, the concessionaire will usually be required to close. Whenever appropriate and possible, FHL will seek to include concessionaires in the event with agreement from the event client. The concessionaire will have the opportunity to present a catering menu to FHL for selected events. Whenever possible, FHL will provide the concessionaire with 14 days' notice of these events.

Alcohol

This location will not be permitted to serve alcohol of any kind.

SIGNAGE, MARKETING & ADVERTISING

Signage and Advertising

The concessionaire will be required to display signage at the premises listing all prices, rates, and hours and days of operation, as well as a NYC Parks decal. The design and placement of all signage will be subject to FHL approval. Any changes in the design of signage will also be subject to FHL approval.

The concessionaire will be prohibited from placing or permitting the placement of advertisements of any type without the prior written approval of FHL.

Promoting the Concession:

FHL will ask successful proposer(s) to work with FHL to promote the concession. Vendors are expected to market the location on social media and other networks.

With FHL's written approval, concessionaire is permitted to promote the concession off-site through print and electronic media. The manner of such use of an entity name in combination with the name "High Line" or any other approved mark shall be approved in advance by FHL.

SECURITY DEPOSITS & FINANCIAL REPORTING

Reporting and Fiscal Transparency Requirements

The concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenue in a form and manner acceptable to FHL and to the City.

This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a computerized point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale, and price of the item sold.

In addition, concessionaire must also document each of concessionaire's Special Events via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment.

Concessionaire shall also establish a dedicated bank account for all deposits related to this concession's generated revenue. All accounting and internal control related records shall be maintained for a minimum of ten (10) years after the date of creation of the record.

Additionally, all books and records maintained pursuant to this Sublicense Agreement shall be appropriately segregated from other business matters of concessionaire and shall include, but not be limited to: all federal, state and local tax returns and schedules of the concessionaire; records of daily bank deposits of the entire receipts from transactions in, at, on or from the Licensed Premises; sales slips, daily dated point of sale receipts, and sales books; and duplicate bank deposit slips and bank statements.

ADDITIONAL DETAILS & CONSIDERATIONS

Gross Receipts

The concessionaire will be required to submit monthly statements of gross receipts to FHL by the 15th of each month following the end of the prior month. FHL will provide a format that all vendors are expected to follow. The concessionaire will be required to use an electronic POS system to ensure the accurate and complete recording of all revenue and transactions.

Gross receipts shall exclude the amount of any Federal, State, or City taxes that are paid by the concessionaire against their sales.

FHL and NYC Parks must approve all fees, prices, and any subsequent increases in advance.

At the end of each operating year, the concessionaire will be required to submit detailed income and expense statements. The concessionaire will be required to pay all taxes applicable to the operation of the concession.

Security Deposit

The concessionaire will be required to submit a security deposit equal to one month's proposed base minimum fee.

Inspections & Liquidated Damages

FHL routinely gives feedback on vendor operations. Inspectors from Parks will visit the site unannounced to inspect operations and ensure proper maintenance of the concession site,

and must be granted access. Based on their inspections, Parks may issue directives regarding deficiencies the concessionaire will be obligated to rectify in a timely fashion. Violations of the terms of the Sublicense Agreement may result in the assessment of liquidated damages which, if not paid promptly, may be deducted from the concessionaire's security deposit. If the concessionaire fails to provide the cleaning, maintenance, and operational services required by the Sublicense Agreement, Parks shall notify the concessionaire in writing, and the concessionaire shall be required to correct such shortcomings within the timeframe set forth in such notice. If the concessionaire fails to cure the violation within the timeframe set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, assess liquidated damages and/or suspend or terminate the Sublicense Agreement. Parks may impose a \$250 administrative fee for reinstatement of a suspended license. Liquidated damages may be assessed in accordance with the following schedule:

ADDITIONAL DETAILS & CONSIDERATIONS

Provision	Damages per occurrence
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$250
Blocked Paths, Exits	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Equipment or Structures Leaking Fluids	\$250
Equipment or Structures Leaking Fluids	\$250
Unauthorized Advertising	\$350
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350
Graffiti, Dirty Facility or Seating Area	\$350
Vending without valid DOHMH License	\$350
Unauthorized tapping into utilities used, operated or owned by the City	\$250
Unauthorized Vehicular Activity	\$350
311 Sign not Displayed	\$250

Any fines FHL receives from the Department of Health for violations due to improper use of the commissary will be reimbursed by food vendors to FHL.

ADDITIONAL DETAILS & CONSIDERATIONS

ADDITIONAL REQUIREMENTS

Sales Tax

The concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any federal, state, or city sales taxes which are paid by the concessionaire.

Removal of Trees

The concessionaire will be prohibited from cutting down, pruning or removing any trees on the Permitted Premises without prior written approval from FHL and Parks. Any attachments to the trees, such as lights, will not be permitted.

Unanticipated Events

The concessionaire will be required to cooperate with FHL and Parks during special and other anticipated events.

Use of Tobacco

Smoking of tobacco products, non-tobacco smoking products, or electronic cigarettes is strictly prohibited at the Permitted Premises. Concessionaire shall adhere to and enforce this policy.

Packaging

The use of polystyrene packaging or food containers will be prohibited in the operation of the concession.

Sale of Cigarettes

The selling and/or advertisement of cigarettes, cigars, electronic cigarettes or any other tobacco or non-tobacco smoking products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.

Indemnification

The concessionaire will be required to indemnify FHL, and the City for claims arising out of the concessionaire's operations under the Sublicense Agreement, pursuant to a provision to be included in the Sublicense Agreement.

Marketing and Sponsorship Agreements

The concessionaire must obtain the prior written approval of FHL and Parks prior to entering into any marketing or sponsorship agreement. In the event that the concessionaire breaches this provision, the concessionaire shall take any action that the City may deem necessary to protect the City's interests.

ADDITIONAL DETAILS & CONSIDERATIONS

Insurance

The concessionaire will be required to carry the following minimum levels of insurance. FHL, Parks, and the City of New York will be named as additional insured where applicable.

All required insurance must be issued by an insurance company or companies that have an A.M. Best rating of at least A-7 or a Standard & Poor rating of at least AA and are licensed to do business and issue policies of insurance in the State of New York. Policies must be in effect and continue so during the life of the sublicense agreement.

Workmen's Compensation Insurance Per Statute

Employer's Liability for any one occurrence not less than:

\$1,000,000

Comprehensive General Liability Insurance (with Broad Form Property Damage, Products/Completed Operations Liability, Contractual Liability, Independent Contractors, Fire/ Legal Liability, Property Insurance Endorsements):

for any one occurrence not less than:
\$500,000

aggregate cap per mobile food unit or kiosk:
\$500,000

Identification and Address

The successful proposer(s) for each vending location will be required to present picture identification (such as a driver's license or a passport) and proof of address (such as a utility bill) in order to execute the permit. In addition, all proposers will be expected to provide FHL with at least two (2) telephone numbers for contact purposes.

Vending Locations

Vendors may only vend in the vending location specified. All locations are subject to FHL's written approval.

Other

All plans, including but not limited to schedules, menus, designs, prices and fees, and hours of operation are subject to FHL's prior written approval.

OTHER GENERAL RFP REQUIREMENTS & CONDITIONS

FHL reserves the right to postpone or cancel this RFP or reject all proposals if, in their judgment, they deem it to be in the best interest of the FHL to do so.

FHL reserves the right to award concessions at additional locations on the High Line. Nothing in this RFP shall be deemed to give any party an exclusive right to operate concessions in the park.

Proposers are advised that FHL has the option of selecting the proposer without conducting discussions or negotiations. Therefore, proposers should submit their best proposals initially, since discussions or negotiations may not take place.

Confidentiality

The information and data contained in this RFP is confidential to FHL. Your firm shall not disclose any information contained herein or any subsequent information supplied by FHL without prior written approval. No press release, public announcement, denial, or confirmation of any part of the subject matter of this request shall be made without the prior written consent of FHL. In addition, FHL's name shall not be used as a potential customer of the firm without prior written consent.

Respondent's Proprietary Data

Your proprietary data and/or pricing information will be protected by FHL with the same degree of care and protection that FHL exercises with its own proprietary data. Any such proprietary data presented in the response must be clearly identified in your RFP.

Costs Associated with RFP Response

FHL assumes no liability or responsibility for any costs associated with the production or presentation of your firm's response to this RFP.

RFP Property

All RFPs submitted will become the property of FHL and will not be returned.

Response Compliance and Rejection of Submission

FHL reserves the right to determine if a response complies with the requirements of the RFP to accept or reject all or part of any RFP response.

This request shall not be deemed to be an offer by FHL, and FHL reserves the right reject for any reason any and all responses received, and to negotiate separately with any source in any manner so desired. FHL is not under any obligation to award a contract for this request.