

SOLICITATION# Q99-IS

REQUEST FOR PROPOSALS

**FOR THE OUTFITTING, OPERATION AND MANAGEMENT OF AN INDOOR ICE
SKATING RINK, PRO SHOP, SKATE RENTAL AND SNACK BAR FACILITY IN
FLUSHING MEADOWS-CORONA PARK**

QUEENS



ISSUE DATE:

Wednesday, October 11, 2006

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**MAYOR OF THE CITY OF NEW YORK
COMMISSIONER OF PARKS & RECREATION
DEPUTY COMMISSIONER FOR CAPITAL PROJECTS
ASSISTANT COMMISSIONER FOR REVENUE
BOROUGH COMMISSIONER FOR QUEENS PARKS
ADMINISTRATOR FOR FMCP**

REQUEST FOR PROPOSALS (RFP)

The City of New York Department of Parks & Recreation (Parks) requests proposals for the outfitting, operation and management of an indoor ice skating rink, pro shop, skate rental and snack bar facility in Flushing Meadows-Corona Park, Queens.

THE TERM

Parks is seeking a concessionaire for one **twenty (20) year** term. No longer term will be considered. This concession will be operated pursuant to a license issued by Parks; no leasehold or other proprietary right is offered.

PROJECT MANAGER

The Project Manager for this concession is Gabrielle Ohayon. All RFP questions and/or inquiries should be directed to her. She may be reached at:

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Email: Gabrielle.Ohayon@parks.nyc.gov

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If you have a hearing impairment, please call the following toll-free number and leave a message on the Telecommunication Device for the Deaf (TDD). The TDD number is 1-800-281-5722.

REQUEST FOR PROPOSALS TIMETABLE

The following schedule has been established for this Request for Proposals.

RFP Release Date:	Wednesday, October 11, 2006
Proposer Meeting & Site Tour:	Wednesday, November 1, 2006 at 10:00 AM
Proposals Due:	Friday, December 1, 2006 at 3:00 PM



If you have a physical disability and cannot deliver your proposal to the Arsenal, please contact the Project Manager(s) at least 48 hours prior to the deadline and special arrangements will be made for you.

PROPOSER MEETING & SITE TOUR

There will be an on-site proposer meeting and site tour on November 1, 2006 at 10:00 AM. We will be meeting at the Olmsted Center, which is located at Flushing Meadows-Corona Park in Queens for a brief presentation of the concession building. After the presentation, we will be conducting a site visit at the construction site, which is located at the northeast corner of

Flushing Meadows-Corona Park, adjacent to the Van Wyck Expressway, in Queens. If you are considering responding to this RFP, please make every effort to attend this meeting.

I. PROJECT BACKGROUND

Flushing Meadows-Corona Park, one of New York City's most prized flagship parks, comprises 1,255 acres of beautifully landscaped lawns, lakes, fountains, athletic fields, playgrounds and a zoo. The Park is also home to the Queens Museum, Shea Stadium and the Billie Jean King USTA National Tennis Center. Once a dumping ground for ashes, the area was transformed in the 1930's by then Parks Commissioner Robert Moses into a site for the 1939 and 1964 World's Fairs. Both of the World's Fairs left behind a number of prominent structures in the park, such as the Queens Theater in the Park, the Unisphere, boathouse, marina, the Hall of Science, the New York State Pavilion and Towers, and Terrace on the Park. The Park, a haven for all New Yorkers who wish to play, picnic, or just relax, will soon be the home of a spectacular new recreation complex consisting of an Olympic-size pool and an ice skating rink. The City will operate the pool, with the ice rink facility offering a concession opportunity.

The successful concessionaire will have an opportunity to capitalize on an under-served market for ice hockey leagues and open public skating sessions in New York City and nearby Nassau County areas. The existing skating rink, presently housed in the New York City building, is scheduled to close once the new facility opens. The Queens Museum, also housed in the New York City Building, will renovate the areas vacated by the skating rink and will incorporate this space into museum operations. The new ice rink will replace the rink that will be demolished, and address the shortage of skating rinks in the borough. This new facility must be capable of accommodating both open skating and league hockey play; the division of time allotted for each of these activities will be subject to Parks' approval.

The ice rink will be situated in a new building under construction at the northeast corner of Flushing Meadows-Corona Park, Queens, adjacent to the Van Wyck Expressway. The expected completion date of the entire facility is the fall of 2007, a target date of May 2007 is established as the earliest start date for fit-out of the rink spaces by the successful proposer. The ice rink area will allow the concessionaire to outfit for a NCAA standard regulation rink (min. 85ft. by 200ft), with a projected seating capacity of up to 389 persons. There is an 800-spot public parking area under the nearby Van Wyck Expressway to accommodate patrons of the facility, but is not for the facility's use exclusively.

II. PROJECT COMPONENTS

A. OPERATIONS

This concession will include the following: the outfitting, operation and management of the ice rink, ice skate rental, a pro shop, administrative office, first aid office, a ground floor snack bar concession, restrooms in the facility, and between two (2) and three (3) party rooms. Proposers should be aware that use of these rooms must be consistent with a proper Parks' purpose. The concessionaire may also offer ice skating lessons.

The City of New York will construct the building structure to house the rink and concession space, including the ice skating rink concrete floor slab 5" thick, rink refrigeration, vapor barrier, rink header, rink coils, ADA-compliant public toilet facilities, lighting of main space, bleacher structural support system (raker beams 6'-0" o.c.) to accommodate an aluminum stand alone bleacher system (to be provided by concessionaire), sprinkler system for raw space only, electrical and plumbing stub ups and HVAC in accordance with the Agency prepared plans that include a suggested layout for the building. These

documents will be made available to all proposers at their request. The concessionaire will be responsible for outfitting and providing all finishes for the remainder of the concession, including electrical work such as distribution of power and circuiting, switching, lighting of ancillary spaces and other work necessary to deliver operable systems provided (lighting of the main space is provided by the City), fire protection revisions as required for fit out spaces, stand alone aluminum bleacher system, lockers, benches, millwork, team locker rooms, rubber flooring, off ice rubber flooring, score board, miscellaneous plumbing fixtures and infrastructure, and miscellaneous rink equipment.

The Agency’s architect has developed a suggested layout for the building which is available for all proposers. Parties interested in obtaining a copy of this layout should contact the Parks Project Manager for this concession. The successful concessionaire and his/her architect/engineer is to finalize the layout, and prepare construction documents for proposed work of the interior rink spaces. The concessionaire must obtain approvals and permits for the fit-out of the rink interior spaces. The concessionaire may redesign the suggested layout plan to suit his/her needs, subject to the placement of utility disconnects (plumbing, electricity, etc.) and subject to Parks’ approval. The designs must contain office space, restrooms, a first aid room, a pro shop, snack bar, and between two to three party rooms and a skate rental. It should be noted that construction work for the building will be on-going during the fit out of the new rink facility and completion for both venues is scheduled for beneficial use by the Agency in September 2007.

The facility must be operated as an ice skating rink during the skating season, which begins in October and runs through March of each year. The exact dates are subject to Parks’ approval. Parks will be responsible for the cost of providing a licensed stationary engineer during the period. The concessionaire may operate the facility year round for the purpose of ice skating, or another type of concession, subject to Parks’ approval. Parks will view favorably proposals that include operating the facility year-round. Exact dates for the summer season are subject to Parks’ approval. Should the concessionaire choose to operate the facility year round, the concessionaire will be responsible for providing and paying for the licensed stationary engineer during this off-season. If the concessionaire does not operate the facility as an ice skating rink on a year-round basis, the concessionaire will be required to melt down the ice promptly at the conclusion of the operating season and leave the premises in good order and repair. The concessionaire will be responsible for routine annual maintenance and repairs, including, but not limited to, repainting the facility prior to the start of each operating season.

All prices, price-increases, rental and lesson fees, hours of operation, including general session hours, league schedules, membership fees, pro shop items and corresponding prices, party room rental fees, snack bar menu and price list, and inventory items must be approved by Parks. Any other fees and prices must also be approved by Parks. The Concessionaire may be allowed to charge higher non-NYC resident fees pending Parks’ approval. The concessionaire will be allowed, and even encouraged, to offer seasonal rates, lower rates for senior citizens/youths, etc. as it sees fit. Additionally, the concessionaire shall accommodate school groups during the day at reduced rate prices.

Current Rates for the Ice Skating Season from selected public and private rinks in New York:

Ice Skating Rink	Hourly Rental	Public admission fee	Skate Rental
New York City Building, FMCP, Queens (public)	\$175 - \$275 per hour	Weekdays - \$5.00 Weekends - \$8.00	\$4.50
Grant Park, Long Island (public)	\$175	\$5.50 adults, \$3.50 children, \$3.00 seniors and veterans	\$4.00

Dix Hills Ice Rink, Long Island (public)	\$275 between 6 a.m. and midnight, \$225 after midnight	\$6.00 adults on the weekend, \$5.50 weekdays. \$4.50 children on the weekend, \$4.00 weekdays	\$3.50
Islanders Ice Rink, Long Island (private)	\$385, discounts for reserving over 500 hours	N/A	N/A
Aviator Rink, Floyd Bennett Field, Brooklyn (private)	\$350	\$8.00 adults, \$6.00 kids	\$4.00
Staten Island Skating Pavillion (private)	\$375	\$8.00 adults, \$7.00 kids	\$3.00
Abe Stark Ice Rink, Brooklyn (public)	\$275	Weekdays - \$5.00 Weekends - \$8.00	\$4.50
Wollman Rink, Central Park (public)	Please visit http://www.wollmanskatingrink.com/ main_wollman.htm for various rates	Weekdays: Adults: \$9.50 Seniors (60 & older): \$4.75 Children (12 & under): \$4.75 Weekends and Holidays: Adults: \$15.00; Seniors: \$8.25 and Children: \$5.00	\$5.00
Lasker Rink, Central Park (public)	Please visit http://www.wollmanskatingrink.com/ main_lasker.htm for various rates	Adults: \$4.50 Children: \$2.25 Seniors: \$2.25	\$4.75

The concessionaire will be required to work with Parks to allow for six (6) hours per week of free youth initiation clinics and programs. The clinics and programs will be between the hours of 4 – 8 PM, Monday through Friday, and will be given throughout the year. The concessionaire will assist in the promotion of these programs. The concessionaire shall also accommodate a minimum of six (6) Parks events, free of charge, each year for the term of the License.

B. CAPITAL IMPROVEMENTS & INVESTMENTS

The City will provide the following capital investment for this concession: Build the outer facility to house the rink, provide HVAC, bleacher structural support system only, lighting of main space, ADA-compliant public toilet rooms, concrete slab 5” thick, vapor barrier, rink refrigeration, header and coils, in accordance with provided drawings.

Parks anticipates a substantial investment from the concessionaire. All costs associated with the renovation and operation of the facility will be paid for by the concessionaire. Parks makes no guarantee that any of the existing utilities are adequate for the intended use of the facility. The concessionaire will be expected to perform the following improvements:

1. Outfitting of Ice Rink:

- Install and maintain all lighting including wiring and switching of fit-out spaces. However, basic lighting in main rink area will be provided by the City and maintained by the concessionaire
- Complete installation of ice melting pit piping (ice melt pit and drainage system already provided)
- Provide and install storage tanks required to provide heated water to ice melt pit, and all necessary piping for the system, location of which must be clearly noted on design plans submitted to Parks, and subject to Parks' approval and the approval of all other agencies having jurisdiction.
- Painting and installation of stripes on ice
- Providing accessory items to make and maintain ice, including an ice edger
- Install and maintain protective netting system for spectator areas
- Spectator stand alone bleacher seating system

2. Utilities System:

- Parks will look favorably on proposals that include responsibility for utility costs related to portions of common lobby spaces. The concessionaire must provide all final utility service connections, including but not limited to: ductwork, lighting, power distribution, supplying any necessary feeder cables, meters, wiring, gas lines, water, pumps, heating, oil, sprinklers, etc, for the ice rink and all concession related spaces. Parks will temporarily provide all necessary utilities (i.e.: temporary lighting, sprinklers, power, etc.) until such time as the utilities to be permanently installed by concessionaire are operational. All utilities for this concession must be fully installed and fully operational by the opening of the concession and in conjunction with the beneficial use date for the building. The concessionaire will be required to pay for any and all utility costs connected with the operation of this concession during the term of license.
- Should the concessionaire choose to operate the facility year round, the concessionaire will be responsible for providing and paying for the stationary engineer during this off-season.

3. Dasherboard System:

- Complete dasherboard system installed, including all anchors, players' benches, etc. A flexible board system to absorb impact must be installed
- Team boxes, penalty boxes, and scorer's box
- Gates and access doors
- Seamless tempered glass shielding for dasher panels. Glass should be at least 5/8" thick tempered glass or acrylic equivalent. Dasherboard and glass shielding heights should be clearly noted in design plans submitted for this proposal, and are subject to Parks approval
- Goals, nets and inserts

4. Rubber Flooring:

- All rubber flooring to be installed in designated areas, and to be adhered to the concrete slab, (materials intended for use subject to Parks Department approval). Rubber flooring such as Mondo Sport Impact rubber flooring or an approved equivalent should be used

5. Additional items which must be provided for by the concessionaire:

- All emergency fire systems, emergency lighting, and exit lights as required for the fit out spaces to meet applicable building and fire codes.
- All finishes for the ice rink and its support spaces, such as the VCT (vinyl composition tile), acoustic tile and paint, and acoustic panels. The concessionaire must provide and install gypsum drywall assemblies for walls and ceilings, hung ceiling system, carpeting, ceramic and quarry floor tile; with placements to be indicated. Concessionaire must paint unfinished surfaces of walls and ceilings using a three-coat system. All finishes, partitions and doors provided by the concessionaire must be fire rated and meet or exceed all New York City buildings codes and all other applicable codes
- The concessionaire must provide all partitions and doors for the ice rink and other concession spaces. The concessionaire must provide and install hollow metal doors and frames with hardware. Exterior doors are to be 14 gauge doors and 12 gauge frames, interior doors are to be 16 gauge doors with 14 gauge frames. The concessionaire must also provide thresholds, weather stripping and seals as required throughout. (All materials for partitions and doors intended for use should be consistent with those used in the pool facility and common lobby spaces, and are subject to Parks Department approval).
- All mill work for the ice rink food concession, pro shop and skate rental including all counters, cubbies and shelving. Mill work should be consistent with mill work in pool facility and common lobby spaces, and is subject to Parks approval.
- All specialties for the ice rink, including, but not limited to: lockers, toilets, toilet accessories, toilet partitions and privacy screens for team locker rooms
- Wall-attached benches in the four (4) team changing rooms with coat hooks above with provisions for 24 players per room
- A new, state-of-the-art P.A. and sound system for the ice rink
- A new, state-of-the-art scoreboard for the ice rink
- Concessionaire will be required to purchase, operate, and maintain two (2) state of the art Zamboni machines and all related equipment and build out a explosion-proof room if required by code
- One scissor lift or a one man lift able to reach a 90' foot ceiling to service ceiling and light fixtures. Parks will provide storage for this lift. The concessionaire shall allow Parks to use this lift when needed at the pool facility.
- All hockey related equipment including goal piping and netting
- Skate sharpener with a mechanical exhaust system and new rental skates minimum 1500 pair

6. Snack bar facility

- The successful proposer will be responsible for the outfitting, operation and maintenance of a ground floor snack bar at the facility, and will be responsible for all necessary utilities to operate this food concession. The concessionaire must also provide all necessary equipment for the snack bar, including but not limited to: counter space, a refrigeration unit and food preparation items such as a microwave and toaster oven. The kitchen layout for the snack bar, and all equipment used in each must be in compliance with New York City Department of Health regulations and all other governing authorities. The installed snack bar utilities must include a grease trap and proper venting. The successful proposer will be responsible for obtaining all necessary permits for kitchen operations. The snack bar area should adhere to all suggested design parameters set forth by Parks (provided to the successful concessionaire). Any changes to the area design of the food concession area will require prior approval from Parks.

7. Pro Shop

- The concessionaire will be required to operate and maintain a well-stocked pro-shop. Shops must have facilities to sell, repair, rent and sharpen ice skates and related merchandise. All prices are subject to Parks' approval.
- The concessionaire will be required to operate a used-equipment exchange program at the Pro Shop

The successful proposer will be required to make all necessary repairs at his or her sole cost and expense. The concessionaire will also be required to provide a construction security deposit, in an amount and format approved by Parks, to ensure that all renovation work is completed. This security deposit, preferably in the form of a letter of credit, must be in place before any renovation work commences.

The building is being constructed to accommodate the anticipated needs for operating and maintaining the ice skating rink, as suggested in the RFP. Should additional service demand loads be suggested by the proposer, the concessionaire may be required to upgrade the utilities. The concessionaire will be required to pay for any and all utility costs connected with the operation of this concession during the term of license. These utility costs include paying all water and sewer charges that the Department of Environmental Protection (DEP) assesses for water usage.

Please note that Parks will weigh capital investment and design in its evaluation process (For more information, please see the Proposal Content Guidelines). Therefore, please describe all intended capital work and provide cost estimates for this capital work in your proposal submission. In addition, please include a detailed capital/design timetable which clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement).

In putting together your capital submission, please be aware that in the successful proposer's license agreement, the cost estimates provided in its proposal will become a minimum required capital expenditure, and the time frame proposed will become a mandatory capital schedule. In the event the successful proposer performs all capital improvements for less than the minimum required capital expenditure, any excess monies will be remitted to the City as additional license fees. Therefore, please be realistic or even conservative in the investment and time frame you offer. All capital improvements and fixed equipment applied towards the proposer's capital investment become the property of Parks upon installation, at Parks' option. The successful proposer will also be required to supply all additional equipment and materials necessary for the successful operation of the concession. **Proposers should differentiate between equipment to be applied towards the minimum required capital expenditure and personal expendable items in their proposals.** The concessionaire shall pay for all improvements. Personal equipment not applied toward the required capital expenditure will remain the property of the concessionaire. These personal expendable items should be listed separately in your proposal under the category of additional investment.

Proposers should be aware that this concession will be developed and operated pursuant to a license agreement issued by Parks. In the event the license agreement is terminated, Parks will not consider proposals for reimbursement of licensee's unamortized capital improvement cost as of the date of termination.

Note: *All necessary permits and approvals for capital work and design must be obtained from the Department of Buildings. Additionally, all designs and works to be performed on the structure shall be prepared by licensed architects or engineers and will require prior approval from Parks & Recreation, the New York City Art Commission, the New York City Department of Buildings and any other agencies having jurisdiction. The concessionaire will be required to provide Parks with all plans and specifications upon completion of the construction documents. The plans should be in ink on Mylar paper.*

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

Any available plans may be obtained from Parks' Blueprint/Document Services Center at the Olmsted Center in Flushing Meadows-Corona Park, Queens. To make an appointment, please contact Steve Rizick, Director of Document Services, at (718) 760-6798. Parks makes no representations as to the availability, accuracy or completeness of these documents. There is a nominal fee for reproductions.

C. DESIGN REVIEW FEE

For Parks' Design Division review of the licensee's design documents, Parks will charge the licensee a fee which will be a percentage of the total cost of all capital improvements. "Total Cost" of such improvements will be the total amount stipulated in the license agreement. **The fee is 1% of the total cost.** Upon signing the license agreement, the successful proposer will pay the design review fee, based on the capital investment to which the proposer/licensee is committed in the license agreement.

Note: All designs, outdoor signage, and capital work performed at the site will require prior approval from Parks, the New York City Art Commission, the New York City Landmarks Preservation Commission (if applicable), and any other agencies having jurisdiction. Additionally, all necessary permits and approvals for capital work and designs for on-site structures must be obtained from the Department of Buildings.

D. REQUIREMENTS DURING THE TERM OF LICENSE

1. The concessionaire will be required to obtain any and all necessary approvals, permits, and licenses for the construction and lawful operation of this concession.
2. The concessionaire will be required to operate and maintain the facility as a concession for the use and enjoyment of the general public. Hours and days of operation must be approved in advance by Parks.
3. The concessionaire will be required to submit a security deposit of *at least* 25% of the highest year's guaranteed minimum license fee, which will be required for the duration of the term. This security deposit, which may be in the form of a letter of credit or other format approved by Parks, will be due upon signing.
4. The concessionaire will be required to carry **Commercial General Liability insurance in the amount of \$2,000,000, Personal Injury Liability insurance in the amount of \$1,000,000, Property Damage insurance in the amount of \$1,000,000, and statutory limits of Worker's Compensation and Disability Insurance.** This insurance certificate must name the City of New York and the New York City Department of Parks & Recreation as an additional insured. **Fire and extended coverage equal to the replacement value of the structures will also be required, with Parks named as sole insured.** Proposers are on notice that the City may require higher liability limits if, in the opinion of the City's Risk Manager, the proposed program warrants it.
5. The concessionaire will be required to supply all equipment necessary for the operation of this concession. All fixed equipment becomes the property of Parks upon installation, at Parks' option. Should Parks choose not to exercise this option, it will be the responsibility of the concessionaire to

remove fixed equipment and return the licensed premises to Parks in a condition as good or better than at the commencement of the license term.

6. The concessionaire will be required to pay for any and all utility costs connected with the operation of this concession. This includes, but is not limited to, installing all necessary utilities, service lines, conduits, pipes, etc. within the fit out spaces. These utility costs also include paying all water and sewer charges that the Department of Environmental Protection (DEP) assesses for water usage. The concessionaire will be required to remove any unsuitable existing materials as required.
7. The concessionaire will be required to submit monthly statements of gross receipts from all categories of income in a format approved by Parks. At the end of each operating year, the concessionaire will be required to submit a detailed income and expense statement for the past year's operation. The concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to the City. All fees, prices and any subsequent increases must be approved in advance by Parks.
8. The concessionaire will be required to obtain approval of all fees, prices, and any subsequent increases in advance by Parks. Hours and days of operation must also be approved in advance by Parks.
9. The concessionaire will be required to provide a non-resettable ticket machine and report admissions to Parks on a weekly basis.
10. The concessionaire may not hold catered events during public skating hours without the express written consent of Parks.
11. The concessionaire will be required to operate and maintain a well-stocked pro-shop. Shops must have facilities to sell, repair, rent and sharpen ice skates and related merchandise. The concessionaire will also be required to operate a used equipment exchange program at the pro-shop. All prices and items are subject to Parks' approval.
12. During the mandatory operating season, October through March of each year (exact dates subject to Parks' approval), Parks will maintain the freezing system, and will provide 24-hour staffing of the compressor room by a licensed stationary engineer during this season. The concessionaire will be responsible for removing any unsuitable materials as required. The concessionaire may operate the facility during the summer for the purpose of ice skating, or another type of concession, subject to Parks' approval. Should the concessionaire choose to operate the facility year round, the concessionaire will be responsible for providing and paying for the stationary engineer during the off-season.
13. If the concessionaire does not operate the facility as an ice skating rink on a year-round basis, the concessionaire will be required to melt down the ice promptly at the conclusion of the operating season and leave the premises in good order and repair.
14. The concessionaire will be required to meet all applicable Fire Department codes, while providing supplemental equipment for fire protection such as alarms, extinguishers, hoses and hose reels if necessary.
15. The concessionaire will be required to work with Parks to allow for six (6) hours per week of free youth clinics and programs. The clinics and programs will be between the hours of 4 – 8 PM, Monday through Friday, and will be given throughout the year. The concessionaire will assist in the promotion of these programs. The concessionaire shall also accommodate a minimum of six (6) Parks events, free of charge, each year for the term of the License.

16. The concessionaire will be required to remove all rubbish generated by this concession from the licensed premises and surrounding areas affected by the facility's operation. The concessionaire will be required to clean the licensed premises and the area within fifty (50) feet of the licensed premises. The concessionaire will be required to provide garbage cans that are approved by Parks and have these cans emptied on a daily basis and insure that all garbage is removed by a private carter. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling.
17. The concessionaire will be responsible for maintaining and cleaning public restrooms at the site on a schedule approved by Parks.
18. The concessionaire will be responsible for regular pest control inspections and extermination.
19. The concessionaire will be required to keep all signs and structures in good condition and free of graffiti.
20. The concessionaire will be prohibited from cutting down or removing any trees on the permitted premises without prior written approval from Parks. Any attachments to the trees, such as lights, will not be permitted.
21. The concessionaire will be prohibited from placing advertisements on the exterior of their concession area, or on the building. Advertising of product brands is prohibited without Parks' prior approval. **Any and all signage is subject to Parks' approval.**
22. The concessionaire will be required to make all necessary repairs during the terms of the license.
23. The concessionaire will be required to maintain total security within the licensed premises and **to cooperate with Parks to ensure security of** the surrounding parkland. The concessionaire will be required to secure the premises and any other equipment every evening.
24. The concessionaire will be required to cooperate with Parks during special events and other unanticipated eventualities.
25. The selling and/or advertisement of cigarettes, cigars, or any other tobacco products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
26. Smoking in any building is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
27. Pursuant to Parks' policy citywide, the concessionaire will be prohibited from selling any beverages in glass bottles. All beverages will be required to be in non-glass, shatter-proof containers. Also, the use of polystyrene packaging or food containers will be prohibited in the operation of the concession.
28. The concessionaire will be required to retain a professional New York State-licensed engineer or registered architect for design and filings of proposed capital work and to oversee the entire construction project. This supervising architect or engineer will be required to ensure that all construction conforms to the plans approved by Parks' Design Division. Proposers are required to submit the Engineer or Architect's qualifications to Parks for approval.
29. 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 taxes which are paid by the concessionaire against its sales.

30. The concessionaire will be required to register any and all underground oil storage tanks over a 1,100 gallon capacity with the Department of Environmental Protection (DEP). The concessionaire will then be required to perform or have performed a tightness test conducted at least once every five years.
31. The concessionaire will be required to comply with all terms of the license agreement. Inspectors from Parks will visit the concession site unannounced to inspect operations and determine whether or not the concessionaire is in compliance with the terms of the license. If inspectors find violations, liquidated damages may be assessed to the concessionaire for each violation. If the liquidated damages are not paid promptly, they may be deducted from the concessionaire's security deposit.
32. Proposers should be aware that the City currently has and is developing "marketing partnership" agreements. These agreements may identify specific brands as the "designated" or "official" products or services of the City of New York. As this occurs, if the Licensee sells goods in a category that is the subject of a marketing partnership, the Licensee will be required to sell the specific products so identified on an exclusive basis. If directed by the City, the Licensee may be required to purchase the products from designated distributors or suppliers. The City will use reasonable commercial efforts to work with designated distributors or suppliers to provide the products at a competitive price. Should the designated distributor or supplier be unable to furnish Licensee a competitive price, then Licensee shall be permitted to obtain the designated product from any source. If the subject of any marketing partnership is a service, the Licensee will be required to use the service identified if the Licensee utilizes the service that is the subject of a marketing partnership. (For example, if the City enters into a marketing partnership with a financial institution that provides credit card service, the Licensee will be required to accept payment by means of that credit card, but may in addition if the City's marketing partnership is non-exclusive, accept payment by means of another credit card). If a City marketing partnership for a service is exclusive, Licensee will be required to use that service on an exclusive basis. The Licensee, working with the City's marketing representative, may be required to give the City's marketing representative priority in the placement and scheduling of advertising. Marketing partners will be required to pay the market rate for any such advertising. With respect to designated or official products, the City reserves the right to place vending machines on the Licensed Premise and to require Licensee to sell on an exclusive basis only specified products. The City shall not place a vending machine within reasonable proximity of an area that would conflict with Licensee's operations. The City reserves the right to preclude Licensee from selling competing products (or using competing services) in those categories for which the City has entered into a "marketing partnership" agreement. Preclusion of any such product or service will not change the amount of payments to the City. Proposers should also be aware that the City has entered into a marketing partnership agreement with the Snapple Beverage Group, Inc., pursuant to which, Snapple has been granted the exclusive right to sell iced teas, bottled water and chocolate drink in vending machines on City-owned or controlled property. Accordingly, iced teas, bottled water and chocolate drink are designated products. As such, Licensee is precluded from selling iced tea, water or chocolate drink produced by a company other than Snapple Beverage Group, Inc. via vending machines.
33. The concessionaire will be required to comply with all City, State and Federal laws relating to access for persons with disabilities. The concessionaire shall comply with all New York City, State and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. The concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

II. THE REQUEST FOR PROPOSALS PROCESS/PROPOSAL PROCEDURE

A. PROPOSAL SUBMISSION INSTRUCTIONS

The proposal should be typed on both sides of 8 ½" X 11" paper. Pages should be paginated. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). The proposer should state whether its response is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive.

No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to Parks' approval. Oversized drawings may be submitted, but must be accompanied by 8 ½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile proposals will be accepted. The proposal will be evaluated on the basis of its content, not length.

Please submit four (4) copies of your proposal (including four copies of all required attachments).

The following information should be printed on the outside of the envelope:

- Your name and address
- Solicitation # Q99-IS
- Due date: **Friday, December 1, 2006 at 3:00 PM**

B. PROPOSAL SUBMISSION REQUIREMENTS

Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

1. All proposers must submit a proposal that includes a fee offer.
2. All proposers are required to submit as a proposal deposit a **certified bank check, official bank check, or cashier's check in the amount of \$10,000** with the proposal (payable to NYC Parks & Recreation). Personal or business checks will not be accepted. In the event of the failure of a successful proposer to execute a concession agreement in accordance with the terms of its proposal, the deposit shall be retained by the City unless the proposal has been permitted to be withdrawn. Proposal deposits will be returned to unsuccessful proposers after the concession agreement is signed with the successful proposer.
3. All proposals must be submitted in a sealed envelope and received in the office of the Assistant Commissioner for Revenue, City of New York Parks & Recreation, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, New York 10021.
4. All proposals must be received **by Friday, December 1, 2006 at 3:00 PM**. No proposals will be considered after that time. Hand delivery to Room 407 before the deadline is recommended to

ensure consideration of your proposals. **Proposals received after the time and date listed above will be considered late, will be returned to the proposer unopened and will not be considered for award.**

C. PROPOSAL CONTENT GUIDELINES

Each proposal is expected to include the following:

1. Fee Offer
 - The fee offer should state the highest sum each proposer is prepared to pay as a license fee, expressed as guaranteed annual minimum fee versus a percentage of gross receipts, whichever is greater. The City urges that there be an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed minimum fee over the license term.
2. Operating Experience
 - Proposers should submit a resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the proposal.
 - Proposers should attach a list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability. Including 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.
3. Proposed Capital Investment and Design
 - Proposers should submit a detailed timetable describing all design and capital work. This timetable should clearly outline all intended improvements, the projected cost of these improvements, and the anticipated commencement and completion dates of these improvements. Suggested completion dates should coincide with the projected completion of the building construction by the City.
 - Proposers should submit designs of the exterior and interior of the building (if applicable), including dimensions, as well as pictures of tables, chairs, plantings, decor, etc. The designs should contain office space, restrooms, a first aid room, a pro shop, snack bar, and between two to three party rooms and a skate rental. All final designs of the successful proposer must be approved by Parks and other pertinent agencies before construction can commence.
4. Planned Operations
 - Proposers should submit a detailed operational plan for the entire facility, including but not limited to hours of operation, proposed menu and price list, proposed pro shop item and price list, rates for lessons and related programs, plans for deliveries and rubbish removal, and a cleaning schedule. All operational plans, including delivery schedules, rubbish removal schedules, prices (and subsequent increases), menu items, pro-shop items and hours of operation are subject to Parks' approval.
 - Proposers should submit an estimated number of full-time and seasonal employees respectively and the positions these employees will fill.

- Parks is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.

5. Financial Capability

- Proposers should include a detailed, well thought out pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- Proposers should include a financial statement or statements prepared in accordance with standard accounting procedures.
- Proposals should include completed original copies of two (2) VENDEX questionnaires (Vendor and Principal Questionnaires), which can be obtained through the Revenue Division or at www.nyc.gov/vendex.

IV. EVALUATION AND SELECTION PROCEDURES

Proposals will be evaluated by a selection committee composed of Parks & Recreation employees, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria listed below. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

A. PROPOSAL EVALUATION CRITERIA

In evaluating proposals, Parks & Recreation will use the following criteria:

- Fee offer
- Operating experience in the field, including experience as a City concessionaire, if applicable
- Proposed capital investment and designs submitted
- Planned operations, including intended use of the facility, maintenance, and menu quality, variety and affordability
- Financial capability

B. EVALUATION PROCEDURES

Parks will only consider proposals that meet satisfactory levels of the above criteria. The City is not required to accept the proposal that includes the highest fee offer. Parks's acceptance of a proposal does not imply that every element of that proposal has been accepted.

Parks cannot consider any proposal that does not comply with the Submission Requirements' section of this RFP. Proposals that do not meet these requirements will not be evaluated.

When feasible, employees of Parks will visit facilities operated by proposers.

V. OTHER GENERAL RFP REQUIREMENTS AND CONDITIONS

Park reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgement it deems it to be in the best interest of the City of New York to do so.

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

All Requests for Proposals submission materials become the property of the City of New York and Parks. Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law.

Parks is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by Parks. (*See Public Officers Law, Sections 87 and 89.*) Individuals or firms that submit proposals to Parks may request that Parks except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested.

If Parks grants the request for exception from disclosure, Parks shall keep such proposal or portions thereof in secure facilities.

Parks shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therein.

Proposers should be aware that this concession will be developed and operated pursuant to a license agreement issued by Parks. In the event this agreement is terminated, Parks will not consider proposals for reimbursement of licensee's unamortized capital improvement costs as of the date of termination.

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. Parks will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation. Proposers may withdraw their proposals from consideration at any time before the proposal deadline. To withdraw a proposal, the proposer must provide Parks with written notification.

Technical addenda issued by Parks will be the only authorized method for communicating clarifying information to all potential proposers. Proposers should contact the agency before submitting a proposal to verify that they have received any addenda issued. Proposers shall acknowledge the receipt of any addenda in their proposal submissions.

The Office of the Comptroller of the City of New York is charged with the audit of concession agreements. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller's Office of Contract Administration, 1 Centre Street, Room 835, New York, New York 10007. This office may be reached at (212) 669-3500.

Adrian Benepe,
Commissioner