

REQUEST FOR PROPOSALS



For the Operation and Maintenance of a High-Quality
Restaurant and Banquet Facility
at 67th Street and Central Park West

SOLICITATION# M10- (34) - R

Request for Proposals

**For the operation and maintenance of a
high-quality restaurant and banquet facility
at 67th Street and Central Park West**

Central Park, Manhattan

Issue Date: February 2, 2009

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City of New York

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Photo on next page: Overview of building, 1934.





Patio Dining.

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INTRODUCTION

Central Park

In her classic novel of New York manners in the 1870s, *The Age of Innocence*, Edith Wharton identifies the home of society dowager Mrs. Manson Mingott as “near the inaccessible wilderness of the Central Park.” Much has changed in the many decades since Wharton’s story was set. Central Park is now very accessible to both residents and tourists alike, attracting over 25 million visitors each year. In the 150 years since its inception, Frederick Law Olmsted’s and Calvert Vaux’s masterpiece of urban planning has become New York City’s (the “City”) flagship park. *The AIA Guide to New York City* refers to Central Park as “the granddaddy of America’s naturally landscaped parks.” The park provides numerous activities, diversions and amenities: acres of green spaces for quiet recreation, woodlands famous for bird watching, formal gardens, “Strawberry Fields,” 26 ballfields, lakes for rowing, bicycle and running paths, ice skating rinks, tennis courts, a zoo, and outdoor concert and performance venues including free Shakespeare-in-the-Park at the Delacorte Theater. Also found in Central Park are dozens of dining options, from the iconic hot dog carts to outdoor cafes and high quality restaurants. The restaurant currently known as Tavern on the Green is located at one of the premier spots in Central Park, just west of the Sheep Meadow near 67th Street, and steps from City attractions such as Lincoln Center and the Time Warner complex in Columbus Circle.

The New York City Department of Parks & Recreation (“Parks”) is seeking proposals for the renovation and operation of this world-famous destination for a 20-year license term to begin **no earlier than** January 2010.

History: from The Sheepfold to Tavern on the Green

The Sheepfold in Central Park, constructed in the latter half of the 19th century at the same time as the Tweed Courthouse on Chambers Street (now home to the New York City Department of Education) is one of the City's finest examples of Victorian Gothic architecture and one of the Park's most treasured landmarked buildings. Presently a restaurant named Tavern on the Green, the building is the best surviving work of the British architect and ornamentalist, Jacob Wrey Mould (1825-1886). Mould is also responsible for other Park treasures including the carvings and the Minton tile arcade at Bethesda Terrace, the pavilions at Belvedere Castle, and many of the Park's ornamental bridges, designed in collaboration with Calvert Vaux.

Constructed of "the best Colobaugh brick," local granite, and blue and gray Malden stone, the decorative elements of the building's facade are still intact despite twentieth century additions. The original U-shaped building had three elements: the Sheepfold proper (now the open air terrace and glassed-in Crystal Room); the residence of the Keeper and his men; and the open Loggie and their balconies. The northern and southern extremities of the building faced "the Green," which became known, appropriately, as the Sheep Meadow. The present windows, flanked by red granite columns and decorative stone and tilework, may have once been part of the open air structure. The interior and possibly exterior flooring was originally paved with Minton encaustic tiles. Completing the compound, adjacent to the main building were barns and lofts for storage of feed for the sheep.

The preliminary sketch for the building was published in the First Annual Report of the Department of Public Parks of 1871. Many construction drawings for the building are in the Municipal Archives of the City of New York.

Parks Commissioner Robert Moses converted the Sheepfold (which actually housed 200 South Down sheep that grazed across the street) into a restaurant named Tavern on the Green, which opened to the public on October 20, 1934. New Yorkers



Construction, 1934.



Outdoor dining, 1940.

quickly embraced this new eatery and it soon became an integral part of the City's social life. From the late 1930s until 1943, the restaurant was closed and the building was used as the headquarters for the Civilian Patrol Corps. The restaurant reopened in 1943 under new management and was renovated into a year-round facility. By the 1950s, the structure was showing some wear and tear and underwent a further renovation by the designer Raymond Loewy. At that time the restaurant had been expanded to serve more than 1,200 diners and the number of parking spaces was doubled. A succession of management companies operated the restaurant until well-known New York restaurateur Warner LeRoy acquired the license in 1973. The revitalized restaurant became a popular destination for tourists and New Yorkers alike. It has grown in size and popularity over the years, embracing more than a half-million patrons annually, and is one of the country's highest grossing restaurants.



Two views of ladies lunching, 1938 and dining room, 1940.



Interior construction, 1934.

Envisioning the future

The existing building, which totals approximately 25,000 square feet, is a series of connecting rooms, hallways and spaces. It currently features six dining rooms (including an upstairs dining area), a gift shop, garden bar, storage rooms, men's and women's restrooms, administrative and catering offices, a full service kitchen, and ancillary rooms.

Parks looks forward to the continuation of the operation of this unique dining establishment that has become not only a fixture of Central Park, but has achieved international fame. Parks envisions a restaurant that will honor the original design intent of the Olmsted and Vaux park plan. Parks is seeking proposals that respect the historic elements of the original 1870 Jacob Wrey Mould Victorian Gothic structure as well as the 1934 WPA era renovation and the 1950s Raymond Loewy designed renovation. The renovated facility should be in harmony with the natural park setting and take full advantage of the views of the park and the surrounding cityscape.

Today's Central Park is much changed from the Central Park of the 1970s when Mr. LeRoy began to operate Tavern on the Green. The Central Park Conservancy ("CPC"), founded in 1980, has invested more than \$450 million dollars to enhance, repair and maintain Central Park's 843 acres. Parks encourages proposers to place particular focus on the restaurant's relationship with the park, which has enjoyed renewed vitality in the last few decades. Going forward, Parks envisions a restaurant which enjoys a synergy with the Sheep Meadow, Heckscher playground and ballfields, Literary Walk, Strawberry Fields and all the other areas of Central Park that make it one of the City's top tourist destinations.

Parks will evaluate proposals based on the following criteria, which are discussed further in this document: fee offer; capital improvements; operating experience; planned operations; and financial capability. Proposers are encouraged to submit comprehensive, thoughtful and imaginative proposals for the renovation and operation of a restaurant that will continue to attract and delight patrons well into the 21st century.



View of the Sheep Meadow from Tavern on the Green, 2007.

REQUEST FOR PROPOSALS (RFP)

Parks requests proposals for the renovation, operation and maintenance of a high-quality restaurant and banquet facility, including the grounds and parking lot (“the Premises”) at 67th Street and Central Park West, just inside Central Park, Manhattan.

The Term

Parks is seeking a concessionaire for one twenty (20) year term. No longer term will be considered. The term of the concession will begin no earlier than January 1, 2010. 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:

Phone: 212-212.360.3454

Email: gabrielle.ohayon@parks.nyc.gov

Fax: 212-360-3434

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 1-212-504-4115.

Request for Proposals Timetable

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

RFP Release Date:	February 2, 2009
Recommended Site Tours:	March 2, 2009 @ 9 a.m. March 9, 2009 @ 9 a.m.
Recommended Proposer Meeting	March 19, 2009 @ 10 a.m.
Proposals Due:	May 1, 2009 @ 3 p.m.

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

Recommended Site Tour

Interested proposers are encouraged to attend a Site Tour on **one** of the following dates:

- March 2, 2009 at 9 a.m.
- March 9, 2009 at 9 a.m.

Please contact Gabrielle Ohayon (contact information listed above) to schedule **one** of those dates. Parks will make every effort to accommodate interested proposers’ first choice of dates.

We will meet at the parking lot at the proposed concession site, which is situated at the corner of Central Park West and 67th Street, just inside Central Park.

Recommended Proposer Meeting

Parks has scheduled a Proposer Meeting on Thursday, March 19, 2009 at 10am. The Proposer Meeting will provide an opportunity for potential proposers to ask questions. The Proposer Meeting will be held at the Arsenal, 830 Fifth Avenue, located just inside Central Park at 64th Street. We will meet on the third floor in the Arsenal Gallery.

If you are considering responding to this RFP, please make every effort to attend the recommended Site Tour and Proposer Meeting.

EXISTING CONDITIONS

Current License Agreement

The current license agreement between Parks and Tavern on the Green Ltd. (formerly LeRoy Adventures, Inc.) commenced on October 1, 1984 and expires on December 31, 2009.

Restaurant Building

The existing building, which totals approximately 25,000 square feet, features six dining rooms and a mezzanine level bar/event space, a gift shop, garden bar, storage rooms, men's and women's restrooms, administrative and catering offices, a full service kitchen and ancillary rooms. Proposers should be aware that Parks is seeking a significant renovation of the Premises as described in the Capital Improvements section of this RFP.

Parking Lot, Entry, and Access

There is a parking lot at the Premises, which is accessed from Central Park West or from the Central Park Drive at 67th Street. The parking lot holds approximately 100 cars and is in generally good condition.

Financial History

The following chart lists the minimum annual fee paid by the incumbent at the facility, as well as the reported gross receipts and applicable percentage fees paid to Parks since 2002:

Operating Year	Annual Minimum Fee	Reported Gross Receipts	Amount Paid**
2002-2003	\$1,000,000	\$34,478,647	\$1,206,754
2003-2004	\$1,000,000	\$37,062,177	\$1,297,176
2004-2005	\$1,000,000	\$37,282,399	\$1,304,884
2005-2006	\$1,000,000	\$35,452,952	\$1,240,853
2006-2007	\$1,000,000	\$37,982,874	\$1,329,401
2007-2008	\$1,000,000	\$36,240,800	\$1,268,428

*Operating year is from October 1 through September 30

**The annual minimum fees are versus 3.5% of gross receipts.

Proposers please note: The current fees are provided for informational purposes. The City expects that proposers offer a minimum annual fee and percentage of gross receipts that reflect current market rates for similar food service concessions. Listed below are examples of fees paid to the City by other restaurants and banquet facilities operating on parkland for the last full operating year:

Loeb Boathouse Restaurant, Central Park:

Minimum annual fee of \$1.1 million vs. 16% of gross receipts
 Total 2007 gross receipts: \$15,973,577
 Total Paid to Parks: \$ 2,555,772

Terrace on the Park, Flushing Meadows Corona Park:

Minimum annual fee of \$2 million vs. 20% of gross receipts
 Total 2007 gross receipts: \$9,399,629
 Total paid to Parks: \$2,000,000

Battery Gardens, Battery Park:

Minimum annual fee of \$250,000 vs. 10% of gross receipts
 Total 2007 gross receipts: \$7,596,806
 Total paid to Parks: \$ 759,680.59

Naming of Concession

The City does not represent that it owns the name "Tavern on the Green." Proposers who wish to continue to use this name should be prepared to pursue its availability independently.

Parks makes no representations or warranties that the successful proposer may operate the Premises under the name "Tavern on the Green" absent a license from the former operator, Tavern on the Green Ltd. (formerly, LeRoy Adventures, Inc.), which claims trademark rights associated with the name "Tavern on the Green."

Proposers should be aware that Parks may require that the City own the portion of any new name selected by the successful proposer for the Premises that indicates Parks property or a preexisting facility name. The City will not own any portion of a new name that consists of the name, portrait or signature



Tavern on the Green entrance, 1934.

of a living or deceased individual or a restaurant identifier that is not otherwise associated with Parks' property. Parks will not consider proposals that are contingent upon the use of any specific name.

Worker Retention Requirements

The successful proposer shall be required to retain for a 90-day trial period those non-managerial and non-specialty (e.g., waiters) employees of the current concessionaire ("Existing Employees") who wish to continue working for the successful proposer. However, Existing Employees may be discharged for cause during this trial period. Furthermore, the successful proposer may establish new performance standards, subject to applicable laws, for each classification, and may evaluate Existing Employees in accordance with such new standards. Existing Employees who fail to attain these standards may be discharged.

The City will provide the incoming concessionaire with a list of the current Existing Employees who are interested in continued employment, along with their names, addresses, dates of hire and employment classifications. Except as stated above, these Worker Retention Requirements shall not determine the terms and conditions of employment for the Existing Employees by the incoming concessionaire, either during or after the 90-day trial period.

The successful proposer may also employ a reasonable number of employees of its own (not to exceed 10 percent of non-managerial and non-specialty employees to be employed at the Concession), whom it deems necessary to the successful operation of the Concession, even if such employment reduces the number of Existing Employees whose services are needed. If the incoming concessionaire determines that fewer Existing Employees are required than were required by the previous concessionaire, the incoming concessionaire shall retain Existing Employees by seniority within each job classification.

Artwork and Decorative Elements

All chandeliers, sconces and light fixtures, mirrors, paintings, lithographs, "Tiffany"-style windows, sculptures, weather vanes and other decorative elements currently found at the restaurant are the property of the current concessionaire, Tavern on the Green Ltd.



Current views of Tavern on the Green.

PROJECT COMPONENTS

Capital Improvements and Investments

Proposals are expected to include a substantial capital plan. Parks will look favorably upon proposals that include:

- Plans and designs that respect the architectural intent of the original building. The historic photos included in this RFP are meant to inform proposers and provoke design ideas.
- Plans and designs that take advantage of the views of Central Park and offer improved synergy with the park.
- Plans that include separate kitchens for the restaurant and catering components, which are specific to the needs of each type of operation.
- Proposals that fully integrate green building technology into the design of all renovated spaces and building systems.
- Plans that retain the iconic dining venue the “Crystal Room” but propose an alternative design that is sensitive to the historic architecture of the building.

GENERAL CONSTRUCTION GUIDELINES:

The concessionaire must provide ADA Title II compliance as required to meet or exceed all City, New York State (“State”) and Federal codes including, but not limited to providing ADA compliant restrooms, counters, accessible paths and full access to all spaces which are open to or used by patrons or other members of the public.

Parks is seeking proposals that include, but are not limited to the following general improvements to the restaurant, which is currently approximately 25,000 square feet, and subject to the guidelines listed below in the section entitled, “Additional Capital Guidelines”:

Structural repairs as needed

- Rebuilding or replacing HVAC equipment as needed. All equipment should be environmentally friendly and energy efficient.
- Renovation of restrooms within the Premises, providing ADA-accessibility as required by all relevant building codes and regulations. All fixtures should conserve water through means such as self-closing faucets.
- Redesign of the food storage and food prep area. Parks will consider proposals that include a building expansion to accommodate the necessary food prep and storage support for the restaurant.

EXTERIOR RESTORATION

Any alteration to the exterior of the building will require prior written approval from Parks, the Public Design Commission of the City of New York, the New York City Landmarks Preservation Commission (“LPC”), the New York City Department of Buildings (“DOB”), and any other agencies having jurisdiction.

Repair or in-kind replacement as needed of:

- Exterior doors.
- Slate roof.
- Exterior wood trim as needed including all door and window framing.
- Windows, glazing and framing to eliminate air and moisture infiltration.
- Siding and waterproofing to eliminate leaks in dining room as needed.
- Brick and stone work as needed.
- Relocate or provide new screening of roof mounted mechanical units to reveal the building’s original, historic details and roof lines (screening method or relocation is subject to Parks’ and LPC Approval).

INTERIOR RESTORATION

Dining rooms

There are currently six (6) dining rooms at the Premises that can accommodate a total of 1,200 occupants:

- Crystal Room and Pavilion (approximately 2,672 square feet).
- Chestnut Room (approximately 1,652 square feet).
- Rafters Room (approximately 2,253 square feet).
- Terrace Garden (approximately 2,310 square feet).
- Park Room (formerly known as Elm room) (approximately 870 square feet).

The names of the rooms were assigned by the current operator and are used in this RFP solely for the purpose of identification.

A general upgrade of all the dining rooms is anticipated, which may include but is not limited to the installation of new floors and lighting and changes in the infrastructure as needed.

All dining areas must meet ADA accessibility guidelines and at least one accessible men's and women's restroom shall be provided on the main floor.

As stated previously in this RFP, Parks will view favorably proposals that re-envision or reconstruct the "Crystal Room" to reveal more of the original structure and that are sensitive to the original architectural intent.

Crystal Room Lobby

- Renovate the coat check area.
- Provide new lighting and flooring.
- Provide an accessible path to the restrooms.

Terrace Garden and Park Garden

- Reset pavers.
- Plant and maintain gardens.

Park Room (Elm Room)

- Restore and treat wood ceiling and paneling.

Kitchen

- Repair or replace all fixed kitchen equipment as needed.
- Provide new floor drains and repair or replace tile flooring in kitchen.
- Provide new walk-in refrigerator units as needed.
- Include separate components for the restaurant and catering components which are specific to the needs of each type of operation.

Building exterior and parking lot

- Propose a creative solution to make the delivery/garbage area more aesthetically pleasing.
- Re-stripe and repave the parking lot. (Designated handicap accessible parking spaces shall meet or exceed ADA and all City, State and Federal guidelines and regulations.)
- Prune, plant and landscape grounds, as needed, in conjunction with CPC
- Repair all paving and cobblestone in court yard, entry way and walking paths around perimeter of the Premises.
- Provide a new or renovated parking lot booth.

Landscaping

- Establish planting areas and greeting gardens at strategic locations throughout the Premises, such as the entrance to the restaurant, and around the restaurant. (The design should emphasize native species trees and plants.)
- Improve the condition of the perimeter of the Premises by removing dead trees, debris and invasive non-native species.
- Replace the London plane trees adjacent to the parking lot, species and caliper of trees subject to Parks' approval.
- Coordinate with CPC on the choice of plant material that is appropriate to the historic character of the park.

Outdoor lighting

All plans for outdoor lighting must be approved by Parks.

ADDITIONAL CAPITAL GUIDELINES

The existing building is approximately 25,000 square feet. Except for the possible expansion of the food storage and food prep areas, proposers are not encouraged to submit plans that include a substantial increase to the existing footprint.

Proposers please note: Parks will not consider proposals for expansion of the existing footprint of the restaurant by 15,000 square feet or more.

Plans for expansion should emphasize green building technology. An ADA-accessible elevator must be installed for any spaces which are open to or used by patrons or other members of the public on the mezzanine level. Additionally, any new restrooms on the mezzanine level must meet ADA accessibility guidelines.

Parks makes no representations regarding the adequacy of utilities currently in place at the Premises. The concessionaire will be responsible for connecting to and/or upgrading any existing utility service or creating a new utility system, and obtaining the appropriate permits and approvals. The concessionaire will be responsible 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 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. However, proposers should be aware that the City is concerned with the quality of the Premises and not merely with the amount expended. 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, including but not limited to personal kitchen equipment, tables and chairs, and office furniture. 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.

Note: All necessary permits and approvals for capital work and design must be obtained from the DOB, including an amended or new Certificate of Occupancy ("CO"). Proposers should note that a CO is on file with DOB. The CO provides for the maximum number of patrons permitted in each story of the building, as follows: First Floor - 1,150 patrons; Mezzanine - 50 patrons; Second Floor - 50 patrons; Attic - 10 patrons. The CO also permits a total of 1,200 patrons in the open space. 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, the Public Design Commission of the City of New York, LPC, DOB, 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.



Parking lot, 1934.

The concessionaire shall comply with all 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 of the Premises may be obtained from Parks' Document Services/Map File 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.

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 signs, and capital work performed at the Premises will require prior approval from Parks, the Public Design Commission of the City of New York, LPC, 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 DOB.

Operations and Maintenance

Parks is seeking proposers with a solid background in the restaurant/catering/food service industry to operate and maintain a restaurant and banquet facility of the highest caliber. Parks will view favorably proposals that include team members who offer experience and expertise in restaurant/catering operations. The restaurant and banquet facility should make a significant improvement to the ambience of the park and community while providing a first-rate dining experience for the public.

Proposers should include in their proposals a menu that demonstrates quality and variety. Prices and menu items are subject to Parks' approval. The concessionaire will be required to obtain all necessary permits, licenses and approvals, including the appropriate license from the New York State Liquor Authority ("SLA") to serve alcoholic beverages.

The concessionaire may set hours of operation for the restaurant; however, hours of operation will be subject to Parks' approval.

Catered Events

Catered events are restricted to the restaurant, banquet rooms and outdoor dining patios and will be subject to Parks' prior written approval if the restaurant is to be closed to the public. A tent may be erected over the patio for catered/ private events but must be removed immediately after such events. Parks reserves the right to approve the type and hours of any event.

The concessionaire must make every effort to ensure that noise from events does not disturb the neighboring residences. Amplified sound and music must not exceed the decibel level allowed by City noise regulations. Events in the outdoor patio area may not use amplified music. The concessionaire must make every effort to keep noise at a minimum when event patrons are exiting the restaurant. Buses and limousines waiting for event patrons may not keep their engines running.

In addition, a maximum of six (6) tented events will be permitted in the parking area, during the period commencing the Saturday prior to the New York City Marathon weekend and ending the Monday after the New York City Marathon. No other tented events in the parking area will be permitted. Amplified sound and music must end at 10:00 p.m. and decibel levels from the events must be in accordance with the New York City Administrative Code. The design of the tents is subject to Parks' prior written approval and, where necessary, DOB's approval. Parks reserves the right to approve the type and hours of any event.

Proposers should be aware that any banquet or catering use of the Premises must be booked for events primarily related to dining activities. Events for which dining is merely incidental to the primary activities during the event are prohibited.

Licenses and Permits

The concessionaire will be required to obtain all necessary permits, licenses and approvals.

The current license agreement allows for a cabaret license to offer dancing and performance amenities to patrons and ASCAP and BMI licenses to play music at the Premises. A cabaret license may continue under the new license agreement, subject to Parks' approval. The successful proposer shall be responsible for payment of any and all fees or royalties to ASCAP, BMI, SESAC or such other entity as they may require for the performance of live music or other activities at the Premises as may be conducted by the successful proposer that require such licensing.

Signage and Advertising

All signs on the Premises are subject to Parks' approval. All advertising utilized at the Premises is subject to Parks' prior written approval. The concessionaire will be prohibited from placing advertisements on the exterior of any permanent structure. The display or placement of tobacco advertising shall not be permitted. The advertising of alcoholic beverages shall not be permitted within 250 feet of any school, day care center, or house of worship. In the event advertising is allowed, the following standards will apply: any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by Parks, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11 shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by the concessionaire upon notice from Parks.

Storage

There is a limited amount of storage area located within the Premises. The concessionaire will be responsible for obtaining use of any additional storage space.

Trees

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

Parking Lot

The concessionaire must maintain the parking area adjacent to the building at all times. The concessionaire will be required to perform repair work as needed on the parking lot. The concessionaire will be responsible for snow removal, pavement repairs, and keeping the area clean, neat, and free of litter and debris. The concessionaire will be permitted to charge for parking, subject to Parks' approval. The current concessionaire utilizes a parking service. No additional revenue-generating activities will be allowed without prior written approval from Parks.

Bridle Path

The recently reconstructed Central Park bridle path, which is more than six miles long, encircles the Reservoir as well as the North Meadow, and runs on the east side of the restaurant. Proposers should note that no vehicles will be permitted on the bridle path, including trucks making deliveries to the Premises. All deliveries, including deliveries for special events, must be made through the service entrance to the restaurant on West 66th Street and Central Park West.

Maintenance of the Premises

The concessionaire must, at its sole cost and expense, maintain and operate the entire concession in good and safe condition and in accordance with industry standards. This includes the maintenance and repair of the entire concession, all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, vaults, gutters, curbs, and fixtures. The concessionaire will be responsible for the maintenance of all mechanical systems. To ensure Parks' satisfaction with said compliance, the concessionaire will be required to provide Parks with full and free access to the Premises.



Arch construction before and after, 1934.

The concessionaire will also be responsible for, at its sole cost and expense, clean-up and removal of all waste, garbage, refuse, rubbish and litter from the Premises and the area within one hundred (100) feet of the Premises. The concessionaire must provide adequate waste and recycling receptacles, approved by Parks, and have these receptacles emptied on a daily basis and removed by a private carter. The location and placement of all waste and recycling containers is subject to Parks' approval. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling.

The concessionaire will be required to provide regular cleaning and maintenance schedules, which shall be subject to Parks' approval. Rubbish removal schedules are subject to Parks' approval. The concessionaire must keep all signs and structures in good condition and free of graffiti.

The concessionaire will be required, at its sole cost and expense, to maintain and improve the landscaping at the Premises according to Parks' and CPC's standards. This shall include but is not limited to performing any seeding, trimming, pruning, planting, fertilization, terrain shaping, and soil improvements. In addition, Parks requires that any trees on the Premises be pruned every five years. The concessionaire will be required to submit detailed plans to Parks of all horticultural and landscaping work to be performed. All work to be performed at the Premises is subject to Parks' approval. In addition, the concessionaire will be required to obtain all necessary permits, approvals, and authorizations from all City, State, and Federal agencies having jurisdiction over the Premises before any work is performed, and such work shall be of a quality which meets Parks' standards.

The use of hand-held or backpack leaf blowers will not be permitted.

Drought and Water Conservation Issues

The concessionaire will be required to adhere to all New York City Department of Environmental Protection ("DEP") directives and restrictions.

Customer Service

Parks expects the concessionaire to create and maintain a high-quality amenity for the public. Parks encourages proposers to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in each proposal.

Community Relations

Proposers should be aware that the restaurant borders a residential neighborhood. Therefore, the concessionaire will be expected to establish and maintain a good relationship/dialogue with the residents surrounding the park. Integral to the concessionaire's relationship with the neighboring community will be the concessionaire's responsibilities to maintain thoroughly the perimeter of the restaurant, including the timely removal of all litter and debris, tree pruning, and sidewalk and fence maintenance and repair. Proposers should outline in their proposals their plans to ensure that there is no disruption to their neighbors that may result from events taking place at the Premises.

With over 25 million visitors each year to its 843 acres, Central Park is the most frequently visited urban park in the United States. The CPC, founded in 1980, is a private, not-for-profit organization that maintains Central Park under a contract with Parks. To date, CPC has invested more than \$450 million in Central Park.

Because of the unique relationship that exists between CPC and Parks, Parks expects that the successful proposer will demonstrate a commitment to cooperate with and support CPC staff, park users and the surrounding community. Parks will view favorably proposals that demonstrate how the concessionaire will work with Parks and CPC staff to address maintenance issues, and work with area residents to address concerns. These techniques should be outlined in each proposal. Further, Parks will view favorably proposals that demonstrate an awareness of the role of the restaurant as an integral part of Central Park.

Environmental Considerations

Parks views favorably the installation of energy efficient appliances, such as commercial refrigerators, at the restaurant. Additionally, Parks encourages the use of environmentally friendly equipment.

In their proposals, proposers should state whether they intend to install products that have the Energy Star seal of approval. Energy Star products can be found at: <http://www.energystar.gov>.

Parks also views favorably proposals that include plans to use "Green Seal" eco-friendly products. A list of "Green Seal" certified products can be found at <http://www.greenseal.org/findaproduct/index.cfm>. In addition, a list of products/materials relating to environmentally-friendly practices in City construction projects is available in the New York City EPP Minimum Standards for Construction Products. A hard copy of the standards may be obtained from the agency or on the web, at http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml. In their proposals, proposers should state whether they intend to utilize or install "Green Seal" or other environmentally friendly products, devices, or methods for cleaning and operational purposes. Proposers should also state in their proposals whether they intend to utilize or install energy-efficient compact fluorescent light bulbs (CFLs).

Parks encourages the successful proposer to use chlorine free, biodegradable products. Additionally, Parks will encourage the use of environmentally friendly cleaners and the selling of sustainable food products. Proposers can consult the web site of the Green Restaurant Association ("GRA") to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information. In addition to the use of environmentally friendly products, Parks will encourage the successful proposer to train staff on environmentally friendly restaurant practices and to utilize a composting service to dispose of food waste.

Inspections & Liquidated Damages

Inspectors from Parks will visit the Premises unannounced to inspect operations and ensure proper maintenance of the Premises. 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 license agreement may also 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 his or her license agreement, Parks shall notify the concessionaire in writing, and the concessionaire shall be required to correct such shortcomings within forty-eight (48) hours of receipt of such notice. In the event that the concessionaire fails to cure the violation, Parks will send the concessionaire a second written notice. If the concessionaire fails to cure the violation within forty-eight (48) hours of receipt of the second notice, Parks may, at its option, in addition to any other remedies available to it, require the concessionaire to pay to Parks as liquidated damages five-hundred dollars (\$500.00) per day from the date of the second notice, with respect to each violation of the license agreement, until the deficiencies have been corrected.

Security

The concessionaire, at its sole cost and expense, shall be responsible for all security at the Premises and shall provide a 24 hour-a-day security system at the Premises in accordance with plans approved by Parks.

Requirements During the Term of the License

1. The concessionaire is required, at its sole cost and expense, to maintain and operate the entire concession in good and safe condition and in accordance with industry standards. This includes the maintenance and repair of the Premises, all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, restrooms, paved areas, landscaping and natural areas, fencing, lighting, sidewalks, vaults, gutters, curbs, and fixtures. To ensure Parks' satisfaction with said compliance, the concessionaire will be required to provide Parks with full and free access to the Premises.

2. The concessionaire will be required to obtain any and all necessary approvals, permits, and licenses for the construction and lawful operation of this concession.

3. The concessionaire will be required to operate and maintain the Premises as a concession for the use and enjoyment of the public. Hours and days of operation must be approved in advance by Parks.

4. The concessionaire will be required to submit a security deposit of 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.

5. The concessionaire will be required to carry Commercial General Liability insurance in the amount of \$5,000,000, Employer's 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. All policies other than Employer's Liability, Worker's Compensation and Disability must name the City of New York, the New York City Department of Parks & Recreation and the Central Park Conservancy as an additional insured. Fire and extended coverage equal to the replacement value of the structures will also be required, with the City of New York 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.

6. 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 Premises to Parks in a condition as good or better than at the commencement of the license term.

7. 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, water meters, pipes, etc. These utility costs also include paying all water and sewer charges that the DEP assesses for water usage. The concessionaire will be re-

quired to remove any unsuitable existing materials as required. Parks makes no representations that there are adequate utilities currently in place at the Premises.

8. 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.

9. The selected proposer will be required to cooperate with the current concessionaire to achieve an orderly transition of operations in order to avoid disruption of services to the restaurant's patrons.

10. The concessionaire will be required to keep the Premises, and the area within one hundred (100) feet of the Premises, clean and neat and free of all waste, garbage, refuse, rubbish and litter at all times. The concessionaire shall remove from the Premises at concessionaire's sole cost all rubbish generated. The concessionaire will be required to provide adequate waste and recycling receptacles, approved by Parks, and have these receptacles emptied on a daily basis and removed by a private carter. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. Rubbish removal schedules must be approved in advance by Parks.

11. The concessionaire will be responsible for regular pest control inspections and extermination. To the extent that the concessionaire applies pesticides to any property owned or leased by the City, concessionaire or any subcontractor hired by concessionaire shall comply with Chapter 12 of the New York City Administrative Code.

12. The concessionaire will be required to keep all signs and structures in good condition and free of graffiti.

13. The concessionaire will be prohibited from cutting down or removing any trees on the Premises without prior written approval from Parks and CPC.

14. The concessionaire will be prohibited from placing advertisements on the exterior of any permanent structure. All advertising utilized at the Premises is subject to Parks' prior written approval. The display or placement of tobacco advertising shall not be permitted. The advertising of alcoholic beverages shall not be permitted within 250 feet of any school, day care center, or house of worship. In the event advertising is allowed, the following standards will apply: any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by Parks, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11 shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by the concessionaire upon notice from Parks. Any and all signs are subject to Parks' approval.

15. The concessionaire will be required to make all necessary repairs during the term of the license.

16. The concessionaire, at its sole cost and expense, shall be responsible for all security at the Premises and shall provide a 24 hour-a-day security system at the Premises in accordance with plans approved by Parks.

17. The concessionaire will be required to cooperate with Parks during special events and any unanticipated events or emergencies.

18. 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.

19. Smoking in any building is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.

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



View of east facade from West Drive, 1939.

21. The concessionaire will be required to retain a professional 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.

22. 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.

23. For any vehicle fuel dispensing tanks or underground heating oil storage tanks over 1,100 gallon capacity, the concessionaire will be required to maintain up-to-date Petroleum Bulk Storage ("PBS") registrations with State Department of Environmental Conservation ("DEC") and register such tanks with the DEP. The concessionaire will assume all registration and update costs. The concessionaire must keep a copy of the PBS Certificate on site and provide copies to Parks 5-Boro Office on Randall's Island, New York. The concessionaire will be required to perform or have performed a tightness test conducted at least once every five years, to comply with Parks monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals or additions of tanks must be pre-approved by Parks. A useful web site for compliance issues is: <http://www.dec.ny.gov/chemical/287.html>

24. The concessionaire will be required to comply with all terms of the license agreement. Inspectors from Parks will visit the Premises 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.

25. 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 "offi-

cial" products or services of the City of New York. As this occurs, if the concessionaire sells goods in a category that is the subject of a marketing partnership, the concessionaire will be required to sell the specific products so identified on an exclusive basis. If directed by the City, the concessionaire 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 the concessionaire a competitive price, then the concessionaire shall be permitted to obtain the designated product from any source. If the subject of any marketing partnership is a service, the concessionaire will be required to use the service identified if the concessionaire 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 concessionaire 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, the concessionaire will be required to use that service on an exclusive basis. The concessionaire, 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 Premises and to require the concessionaire 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 Concessionaire's operations. The City reserves the right to preclude the concessionaire 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. The concessionaire should also be aware that the City had entered into a marketing partnership agreement with the Snapple Beverage Group, Inc. ("Snapple") pursuant to which Snapple was granted the exclusive right to sell iced teas, bottled water and chocolate

drink in vending machines on City-owned or controlled property. While that partnership is ending, the City intends to issue a new solicitation for another exclusive beverage partnership and possibly other vending operations. Accordingly, the new partner (whether Snapple or another partner) will have first priority to install vending machines in and around the Premises. In the event the new partner chooses not to install vending machines at the Premises, then the concessionaire may install its own vending machine(s), with prior written approval from Parks, provided that the concessionaire will be precluded from selling products that are the subject of that partnership produced by a company other than the new partner. Therefore, to the extent that the concessionaire places any vending machines within the Premises and the concessionaire intends to vend products that are the subject of that partnership from those machines, such vending machines must sell products of the new partner exclusively (no competing product).

26. 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 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.

27. The concessionaire will be required to indemnify the City for losses associated with the concessionaire's actions under the agreement, pursuant to a provision to be included in the agreement.

THE REQUEST FOR PROPOSALS PROCESS/PROPOSAL PROCEDURE

Proposal Submission Instructions

All proposals must meet the requirements listed below in the "Proposal Submission Requirements" section, and should comply with the guidelines listed in the "Proposal Content Guidelines" section.

The proposal should be typed on both sides of 8 1/2" X 11" paper. Pages should be paginated. The City 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 1/2" x 11" sectionals or reductions to 8 1/2" 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 ten (10) copies of your proposal (including ten copies of all required attachments).

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

Proposer's name and address

Solicitation # M10-(34)-R

Proposal Due date: Friday, May 1, 2009 @ 3 p.m.

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 \$50,000.00 with the proposal (payable to NYC Department of 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 & Marketing, City of New York Department of Parks & Recreation, The Arsenal, Central Park, 830 Fifth Avenue, Room 403, New York, NY 10065.
4. All proposals must be received by Friday, May 1, 2009 @ 3 p.m. No proposals will be considered after that time. Hand delivery to Room 403 before the deadline is recommended to ensure consideration of your proposals. Proposals and modifications 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.
5. 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, proposers responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal submission,

and should do so in a separate envelope. If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form. If the City determines that a proposer has failed to submit a Data Form or submitted a Data Form that is not complete, the proposer will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that your proposal submission is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer 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.

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. The City expects that proposers offer a minimum annual fee and percentage of gross receipts that reflect current market rates for similar food service concessions.

2. 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.

Proposers should detail all aspects of capital work, cost estimate/construction budgets, anticipated capital schedules/timetables, and whether the proposer plans to utilize green building technology. In addition, Proposers should submit designs

showing the proposed layout and appearance of the renovated facilities. All final designs of the successful proposer must be approved by Parks and other pertinent agencies before construction can commence.

3. Planned Operations

Proposers should submit a detailed operational plan for the use of the Premises, including but not limited to hours of operation, proposed menu, prices, community relations plan, security plans, plans for deliveries and rubbish removal, maintenance and a cleaning schedule. All operational plans 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.

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.

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.

4. Operating Experience

Proposers should submit resumes and/or a detailed description of the proposing team's professional qualifications, demonstrating extensive experience in restaurant/catering operations, as well as in the promotion of restaurant/catering operations, 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.

In addition, each proposer should submit a detailed description of its record for maintaining harmonious labor relations in its restaurant/catering operations. Proposers should describe any examples of previous operations in a union environment, including but not limited to any operations represented by the New York Hotel Trades Council (NYHTC).

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. 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.

5. Financial Capability

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

Evaluation and Selection Procedures

Proposals will be evaluated by a selection committee, in accordance with procedures established by the City's 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 will use the following criteria:

- Fee offer (25%).
- Proposed capital investment and designs submitted, including whether the proposer plans to utilize green building technology (20%).
- Planned operations, including intended use of the Premises, community relations plan, maintenance, security, and menu quality and variety (20%).
- Operating experience demonstrating extensive experience in restaurant/catering operations and in the promotion of restaurant/catering operations and labor relations record (20%).
- Financial capability (15%).

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' 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, members of the selection committee of Parks will visit facilities operated by proposers.

OTHER GENERAL RFP REQUIREMENTS AND CONDITIONS

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

Proposers are advised that Parks 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. Proposers are also advised that the concession award is subject to applicable provisions of Federal, State, and local laws and executive orders requiring affirmative action and equal employment opportunity.

Proposers have the right to appeal a determination of non-responsiveness and/or non-responsibility and have the right to protest a solicitation and award as specified in Chapter 1 of Title 12 of the Rules of the City of New York.

All Requests for Proposals submission materials become the property of the City 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



The Sheep Meadow, 2003.

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 by submitting written notice to Parks. A proposer may not withdraw its proposal before the expiration of forty-five calendar days after the date of the opening of proposals; thereafter a proposer may only withdraw its proposal by submitting written notice to Parks in advance of an actual grant of a concession.

Proposers should be aware that, upon Parks' request, they shall be required to submit original copies of one (1) VENDEX Vendor Questionnaire and three (3) VENDEX Principal Questionnaires to the Mayor's Office of Contract Services. In addition, any person or entity with at least a 10% ownership interest in the submitting vendor (including a parent company), is responsible for completing VENDEX Questionnaires. In such event, the concession award will be subject to completion of the VENDEX

questionnaires and review of that information by the New York City Department of Investigation.

Once the concession is awarded, employees of Parks will visit the Premises operated by the concessionaire when feasible.

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, NY 10007. This office may be reached at (212) 669-2323.

Adrian Benepe,
Commissioner



City of New York
Parks & Recreation

Michael R. Bloomberg
Mayor

Adrian Benepe
Commissioner

All photos except pages 8, 13 and 30 are from New York City Parks Photo Archive.
Photos pages 8 and 13: Sara Cedar Miller
Photo page 30: Malcolm Pinckney
Design: Toby Allan Schust



Agency: _____ Transaction ID: _____

Doing Business Data Form

Check One:	Transaction Type (check one):		
<input type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

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

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer
 This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer
 This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer
 This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit There are no individual owners No individual owner holds 10% or more shares in the entity
 Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

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

