



**City of New York
Parks & Recreation**

The Arsenal
Central Park
New York, NY 10021

SOLICITATION # R104-R

REQUEST FOR PROPOSALS

FOR THE OPERATION AND MAINTENANCE OF A HIGH-QUALITY RESTAURANT/CATERING FACILITY AND SNACK BAR AT SOUTH SHORE GOLF COURSE

STATEN ISLAND

ISSUE DATE

November 18, 2003

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**Mayor of the City of New York
Commissioner of Parks and Recreation
Assistant Commissioner for Revenue
Borough Commissioner of Staten Island**

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REQUEST FOR PROPOSALS

City of New York/ Parks & Recreation ("Parks") requests proposals for the operation and maintenance of a **high-quality** restaurant/catering facility, and snack bar at South Shore Golf Course, Staten Island. The South Shore Restaurant is located between the West Shore Expressway and Alverson Avenue, off Huguenot Avenue. All proposals should indicate the intended use for this facility and include a detailed operational plan. Proposers should be able to demonstrate both financial capability and extensive experience in the restaurant and catering industry.

THE TERM

A license term of **fifteen (15) years** is being offered at the City's discretion. No longer term will be considered. This concession will be operated pursuant to a license agreement; no leasehold or other proprietary right is offered. **This concession will become available on October 1, 2004.**

PROJECT MANAGER

The Project Manager for this concession is Jenna Carl. All Request for Proposals ("RFP") questions and/or project inquiries should be directed to her at (212) 360-1397, or fax your questions to her at (212)360-3428, or e-mail her at jenna.carl@parks.nyc.gov.



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.

REQUESTS FOR PROPOSALS TIMETABLE

The following schedule has been established for this RFP:

RFP RELEASE DATE:	November 18, 2003
SITE TOUR:	December 1, 2003 at 11:00AM
PROPOSALS DUE:	January 14, 2004 at 3:00PM

PLEASE NOTE: THIS SCHEDULE IS SUBJECT TO CHANGE AS CIRCUMSTANCES WARRANT.



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.

PROJECT BACKGROUND

Founded privately in 1930 as the Mayflower Country Club, the property which became South Shore Golf Course was acquired by the City in stages, starting in the 1960s and completed in 1982. The course has been operated as a Parks' concession since 1984. The entrance to the golf course is in the Staten Island neighborhood of Rossville. Rossville, once known as Blazing Star after the name of its local tavern, was renamed in 1836 in honor of Colonel William E. Ross, a wealthy local landowner.

The golf course borders land that once made up the town of Harrisville, later called Little Africa. Settled in the 1830s as a major destination for former slaves on the Underground Railroad, it was the first free black community in the nation. The area later became known as Sandy Ground for the poor quality of the soil; however, early settlers enjoyed the business opportunities provided by the rich oysterbeds of Raritan Bay. The Sandy Ground neighborhood is listed on the National Register of Historic Places.

Nestled among pine trees, flowers, hedges and ivy, the South Shore Golf Course property offers varied recreational and entertainment activities in a natural setting. A natural stream flows through the surrounding park woodland, which is home to rabbits, red-tailed hawks, great horned owls and many others. These are joined every spring and fall by the clamor of migrating songbirds such as warblers and tanagers. The mixture of wild and cultivated land creates an integrated parkland capable of pleasing visitors of varied tastes and interests.

A nineteenth-century Dutch Colonial revival building emerges from the pastoral landscape to house the restaurant and banquet facility, snackbar, and golf clubhouse. The proximity to the golf course headquarters provides a natural customer-base for the snackbar and restaurant; golfers played 58,000-60,000 rounds of golf per year at the South Shore course in 2001 and 2002. In addition, the historic building and idyllic setting provide an ideal venue for hosting private parties and ceremonies, as well as charity events and community meetings.

EXISTING CONDITIONS

In 1989, the current concessionaire restored the building and remodeled the interior. The facility is in good working order. The restaurant occupies the main body of the building, while the golf course clubhouse is in the attached wing. The two-story restaurant area provides ample space for dining and entertaining. The facility features a large dining room, three banquet rooms (including a ballroom), a bridal suite, indoor and outdoor bar areas, and extensive outdoor patio seating on both levels. The combined indoor spaces provide seating for over 700 guests (dining room=250/banquet rooms=470). The outdoor patios can seat an additional 935 people.

The "back-of-the-house" is conveniently arranged and equipped for hospitality operations. The facility contains two sizable kitchens, multiple refrigerated and freezer rooms, abundant storage space, a laundry room, and a drive-up loading dock at the rear of the building.

OPERATIONS AND MAINTENANCE

The concessionaire will be responsible for the operation and maintenance of the following concession components:

- Full service restaurant and bar
- Catering service in the banquet rooms
- Snack bar open in conjunction with golf course hours of operation
- South parking lot for patrons of the restaurant, banquet rooms, and snack bar
- Interior and exterior of the entire building structure, landscaped perimeters, adjoining sidewalks, roads, and parking lot

Restaurant operator must coordinate with the golf course concessionaire regarding the operation and maintenance of portions of the building and the surrounding property.

Proposals are expected to feature the restaurant as the **main component**; catering operations shall be in addition and secondary to the proposed restaurant. All of the restaurant concession components are expected to be of **extremely high quality**.

CAPITAL IMPROVEMENTS

To obtain plans of the facility, proposers should make an appointment with Parks' Map File office by contacting 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.

Expected capital improvements include but is not limited to the following:

- Repair the roof, extending tiles to all sloped portions
- Replace gutters and leaders where required
- Restore and maintain exterior façade as needed, painting and repairing wood trim, eliminating bio growth, resealing windows and doors providing new framing where needed
- Replace double-hung windows as needed
- Provide new interior finishes and lighting, including providing new chandeliers
- Supply and replace commercial kitchen equipment as needed
- Repair, maintain and upgrade all mechanical systems as needed
- Asbestos containment/abatement as needed; the concessionaire will be required to conduct

an asbestos inspection upon award

- Upgrade or install fire sprinklers throughout the facility to meet all City, State, and Federal codes
- Installation of a waste compactor of sufficient size to meet the needs of the facility
- Substantial upgrade of the snack bar including new kitchen equipment, matting, lighting, counters, and booths
- Replace doors and provide new framing as needed, including storage room door on second floor in small banquet room
- Provide Americans with Disabilities Act (ADA) compliance throughout the first floor, including renovating the public restrooms to comply; the upper floor must also meet all City, State and Federal requirements for providing accessibility
- Repave and stripe the South Parking lot
- Repair dormers, restoring boarded up windows
- Renovate the employee restroom on the first floor
- Replace flooring on upper outdoor terrace
- Repair and maintain plumbing, electric, and gas throughout as needed
- Provide landscaping, including flowers and plants adjacent to the building and along the entry drive

Parks will view favorably proposals that include a new elevator, lift, or ramp to the upper floor.

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 costs as of the date of termination.

Note: All designs and works to be performed will require prior approval from Parks, the City's Art Commission, and all other agencies having jurisdiction. Additionally, all necessary permits, approvals and sign-offs for capital work and the lawful operation of the concession must be obtained from the Department of Buildings, Department of Health and Fire Department including obtaining a Certificate of Occupancy and Public Assembly permits.

In their submissions, proposers should describe all intended capital work and provide cost estimates for this capital work. In the successful proposer's license agreement, the cost estimates provided in the proposal will become a minimum required expenditure, and the construction schedule proposed will be included as a requirement. Therefore, proposers are urged to be realistic or even conservative in the investment and time frame that they offer.

The successful proposer will also be required to supply all additional non-fixed equipment and materials for the successful operation of the concession. This equipment should be listed separately in your proposal under the category of additional capital investment. This equipment will remain the property of the proposer and the investment shall not be applied to the required capital expenditure.

While there is existing water, sewer, electric, gas and phone service to the building, Parks makes no guarantee as to the condition or capacity of the existing utilities. The concessionaire will be responsible for any and all utility costs connected to the operation of this concession. This may include, but is not limited to, supplying and installing any necessary feeder cables, meters, wiring, gas lines, water, sewer lines, pumps, etc.

Additionally, if a proposer other than the incumbent is awarded the license agreement, s/he will be required to pay a one-time fee of \$55,500 within six (6) months of the commencement of the contract to the current concessionaire (Toto's South Shore Country Club) for the unamortized costs of constructing a new sewer connection in 2000.

Design Review Fee

A percentage of the guaranteed minimum capital expenditure, as detailed in your proposal, will be charged to the concessionaire for the review of the design documents by Parks Personnel. Upon signing the license agreement, the successful proposer will pay the design review fee, which is one percent (1%) of the capital investment to which the proposer/licensee is committed in the license agreement.

Current Fees and Reported Gross

The following are the license fees paid by and the reported gross revenues of the current concessionaire at this location (since 1997):

Operating Year (November-October)	Reported Gross Revenue	Total License Fees Paid
1997	\$3,548,695	\$290,055.00
1998	\$3,610,394	\$303,963.38
1999	\$3,545,434	\$307,094.45
2000	\$3,591,207	\$319,558.16
2001	\$3,897,884	\$355,055.63
2002	\$3,944,808	\$351,411.64

REQUIREMENTS DURING THE TERM OF THE LICENSE

1. The successful proposer will be responsible for obtaining any and all necessary approvals, permits, and licenses for the renovation and lawful operation of this concession.
2. If a proposer other than the incumbent is awarded the license agreement, s/he will be required to pay a one-time fee of \$55,500 within six (6) months of the commencement of the contract to the current concessionaire (Toto's South Shore Country Club) for the unamortized costs of constructing a new sewer connection in 2000.
3. Restaurant concessionaire must coordinate with the golf course concessionaire regarding the operation and maintenance of portions of the building and the surrounding property.
4. A security deposit of *at least* 25% of the highest year's guaranteed minimum license fee 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 \$2,000,000, Personal Injury Liability insurance in the amount of \$1,000,000, Property Damage insurance the amount of \$1,000,000, and statutory limits of Worker's Compensation and Disability Insurance. The 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.
6. The concessionaire will be obligated 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 as or better than that at the commencement of the license term.
7. The concessionaire will be responsible 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 Department of Environmental Protection (DEP) assesses for water usage. The concessionaire will be responsible for removing any unsuitable existing materials as required. Parks makes no representations that there are adequate utilities currently in place at the site.
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.

9. Gratuities transmitted by Licensee directly or indirectly to waitstaff shall not be included within gross receipts.
10. All fees, prices, and any subsequent increases must be approved in advance by Parks. Hours and days of operation must also be approved in advance by Parks.
11. The concessionaire must remove all rubbish generated by this concession from the licensed area and surrounding areas affected by the facility's operation, including parking lots. The concessionaire will be responsible for cleaning the licensed premises and the area within fifty (50) feet of the licensed premises. The concessionaire must provide garbage cans approved by Parks and have these cans emptied on a daily basis and all garbage removed by a private carter. The concessionaire must comply with all City, State, and Federal regulations regarding recycling. The concessionaire will be responsible for keeping the parking lot clean, neat, and free of litter and debris.
12. The concessionaire must keep all signs and structures in good condition and free of graffiti.
13. The concessionaire will not cut down or remove any trees on the permitted premises without prior written approval from Parks. Any attachments to the trees, such as lights, will not be permitted.
14. The concessionaire will be required to maintain and clean public restrooms at the site on a schedule approved by Parks.
15. The concessionaire will be required to make all necessary repairs during the term of the license.
16. The concessionaire will be responsible for maintaining total security within the licensed premises and cooperating with Parks to ensure the security of the surrounding park.
17. The concessionaire must cooperate with Parks during special events or other unanticipated eventualities.
18. The concessionaire will comply with all City, State and Federal laws relating to access for persons with disabilities.
19. The selling and/or advertisement of cigarettes, cigars, or any other tobacco products is strictly prohibited. It is the concessionaire's responsibility to adhere to and enforce this policy.
20. Smoking in any building is strictly prohibited. It is the concessionaire's responsibility to adhere to and enforce this policy.
21. Pursuant to Parks' policy citywide, the concessionaire will not be permitted to sell any beverages in glass bottles. All beverages sold must 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.
22. The concessionaire must 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 shall submit these Engineer or Architect's qualifications to Parks for approval.

23. A construction security deposit, in an amount and format approved by Parks, shall be provided 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 construction or renovation work commences.
24. The successful proposer will provide Parks with all plans and specifications upon completion of the construction documents. The plans should be in ink on Mylar paper.
25. The concessionaire will pay all taxes applicable to the operation of the concession. With the exception of the Combined State and New York City Sales Tax on Food, no such applicable taxes, may be deducted from gross receipts or from license fees.
26. The successful 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 to have performed a tightness test conducted at least once every five years.
27. Proposers should be aware that the City is developing "marketing partnership" agreements identifying specific brands as the "designated" products of the City of New York. As this occurs, the concessionaire will be required to sell the specific products so identified if the concessionaire sells goods in that product category. If directed by the City, the concessionaire will be required to purchase the products from designated distributors, provided the said distributors provide the products at a competitive price. 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.
28. Concessionaires must comply with all terms of their license agreements. 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.

THE RFP PROCESS/ PROPOSAL PROCEDURE

Proposal Submission Instructions:

Each proposal must meet the requirements listed below in the "Proposal Submission Requirements" section, and should comply with all the items listed below in the "Proposal Submission Guidelines" section.

Please submit four (4) copies of the proposal submission. Proposals should be printed or typed on single-sided, 8.5" x 11" paper only. The proposal, the proposal deposit, and any additional information should be submitted in a sealed envelope with the following information written on the outside of the envelope:

- **Your name and address**
- **Solicitation # R104-R**
- **South Shore Restaurant**
- **Return Date: January 14, 2004 at 3:00PM**

No proposals should be submitted in plastic sleeves or spiral bindings. Illustrations may be included. All plans are subject to Parks' approval. Oversized drawings may be submitted, but must be accompanied by 8.5" x 11" sectionals or reductions to 8.5" x 11". No telegraphic or facsimile proposals will be accepted.

Please contact the Project Manager to obtain the necessary business questionnaires (listed below in the "Proposal Guidelines" section) and submit two (2) completed copies of each of these questionnaires as part of your proposal submission.

Parks will hold an on-site inspection meeting for potential proposers **Monday, December 1, 2003 @ 11:00AM**. If you are considering responding to this RFP, please make every effort to attend this meeting.

PROPOSAL SUBMISSION REQUIREMENTS

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

1. Proposers must submit a proposal that includes a fee offer.
2. Proposers are required to submit a proposal deposit in the form of **certified, official/bank, cashier's check or money order** in the amount of **\$20,000.00 (twenty thousand dollars)** with the proposal (payable to City of New York Parks & Recreation). Personal or business checks will not be accepted. The proposal deposit is retained only in the event that the successful proposer fails to enter into a contract with Parks. Proposal deposits will be returned to unsuccessful proposers after the contract is signed with the successful proposer.
3. All proposals must be received in the office of the Assistant Commissioner, Revenue Division, City of New York/ Parks & Recreation, The Arsenal, 830 Fifth Avenue, Room 407, Central Park, New York, NY 10021, **no later than 3:00PM, Wednesday, January 14, 2004**. Hand delivery to Room 407 before the deadline is recommended to ensure consideration of your proposal. **All proposals must be submitted in sealed envelopes. Proposals received after the time and date listed above will be returned to the proposer unopened and will not be considered for award.**

PROPOSAL SUBMISSION GUIDELINES

1. The fee offer should state the highest sum the proposer is prepared to pay as a license fee, expressed as a guaranteed minimum fee for each year of the license term versus a percentage of gross receipts.
2. Proposers should outline in detail how they would handle the transition period. Proposers should describe how and when they will begin taking reservations for catered affairs, and how they will transfer reservations existing from previous concessionaire.
3. Proposers should submit detailed descriptions of capital work, cost estimate/construction budgets, and anticipated capital schedules/timetables. In putting together your capital submission, please be aware that in the successful proposer's license agreement, the construction budget provided in its proposal will become a minimum required capital expenditure, the time frame proposed will become a mandatory capital schedule, and proposed duration required to secure financing will determine financing deadline. In the event the successful proposer performs all capital improvements for less than the minimum required capital expenditure, any excess monies shall be remitted to the City as additional license fees. Therefore, proposers are urged to be realistic or even conservative in the investment that they offer. In addition, the successful proposer will be obligated to meet all design and construction deadlines detailed in its proposed capital schedule. Failure to do so may result in liquidated damages or termination.
4. Proposers should submit preliminary design drawings or renderings showing the proposed layout and appearance of any new or renovated facilities in the restaurant. All final designs must be approved by Parks and other pertinent agencies before construction can commence on the site.
5. Proposers should submit lists of all equipment necessary for the successful operation of the concession. These lists should differentiate between fixed equipment and personal expendable items.
6. Proposers should submit a detailed description of their planned operations, including hours of operation, appropriate menus and price lists for the restaurant, catering services, and snackbar. All plans, fees, prices, and items sold are subject to Parks' approval. Parks will view favorably proposals that offer special accommodations for the use of the facility for schools, communities, and non-profit organizations. Please be aware that Parks is requesting proposals in which a restaurant is the **main component**. Any proposed operations as a catering facility must be in addition and secondary to the proposed restaurant.

7. Proposers should submit a detailed description of the corporate officers and key staff members, including names, addresses, phone numbers and relevant professional qualifications of all persons or entities involved in the operation of the restaurant facilities. Preference will be given to proposers that demonstrate extensive experience in the operation of high-quality restaurant/catering facilities, or access to individuals and/or firms with such expertise, and professional ability to manage the restaurant in a manner consistent with the proposal. Proposers should also include work experience with New York City agencies, or access to individuals and/or firms with such expertise.
8. Proposers should submit a financial statement or statements prepared in accordance with standard accounting procedures, demonstrating sufficient financial resources or reasonable access to such resources to develop and operate the site in a manner consistent with the proposal. Proposers are encouraged to include a detailed description of proposed construction and permanent financing along with letters of interest and/or intent from lenders.
9. Proposers should submit 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.
10. Proposers should submit an estimated number of full-time and seasonal employees respectively, the positions these employees will fill, and the percentage of these employees that they expect to hire from the local community, if applicable. Parks encourages the concessionaire to reach out to the local community regarding employment opportunities.
11. Proposers should submit two (2) completed copies of Parks' Personal/Business questionnaire and VENDEX questionnaires (Business Entity and Principal Questionnaires) which can be obtained by contacting the project managers.
12. Parks is charged with improving customer satisfaction with the services provided at facilities on parkland and is seeking concessionaires who can create and maintain a high-quality restaurant experience for the public. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to enhance and maintain the satisfaction of patrons. Additionally, Parks encourages proposers to submit plans to measure and ensure customer satisfaction with the services offered by the concession, such as customer evaluations or survey forms. Proposers should also explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.

EVALUATION AND SELECTION PROCEDURE

The proposals will be evaluated by a selection committee composed of Parks' employees, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria indicated below. The concession will be awarded to the proposer whose submission

the selection committee judges best overall based on these criteria.

Proposal Evaluation Criteria

In evaluating proposals, Parks will use the following criteria:

- Fee offer
- Planned operations, including menu quality, variety, and affordability, as well as intended use of the facility, and plans for handling the initial transition period
- Designs submitted and capital improvements
- Operating experience/professional ability in the field, including experience as a City concessionaire, if applicable, and experience operating a first-class restaurant offering high-quality food
- Financial capability

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 "Proposal 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 currently operated by proposers.

OTHER GENERAL RFP REQUIREMENTS AND CONDITIONS

E. Other General RFP Requirements and Conditions

Parks 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, it is recommended that proposers submit their best proposals initially, since negotiations may not take place.

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

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. The project manager 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 are required to acknowledge the receipt of any addenda in their proposal submissions.

New York State Freedom of Information Law

All Requests for Proposals submission materials become the property of the City of New York and Parks & Recreation. 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 should be in writing and state, in detail, the specific reasons for the requested exception. It should 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.

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) 669-3000.

Adrian Benepe
Commissioner