

SOLICITATION# 11BS095500R0X00

# **REQUEST FOR PROPOSALS**

FOR THE OPERATION AND MAINTENANCE OF  
A FOOD CONCESSION FOR EMPLOYEES OF THE DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE AT ITS OFFICES  
LOCATED AT TWO GOTHAM CENTER  
LONG ISLAND CITY, QUEENS

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**ISSUE DATE:**  
**JANUARY 10<sup>TH</sup>, 2011**

**MICHAEL R. BLOOMBERG**

**MAYOR OF THE CITY OF NEW YORK  
COMMISSIONER OF THE DEPARTMENT OF HEALTH &  
MENTAL HYGIENE**

[www.nyc.gov/DOHMH](http://www.nyc.gov/DOHMH)

## **REQUEST FOR PROPOSALS (RFP)**

The City of New York Department of Health & Mental Hygiene (DOHMH) requests proposals for the operation and maintenance of concession for the provision of food and beverages to DOHMH employees and guests at DOHMH's office facility, 2 Gotham Plaza, Long Island City, Queens.

### **THE TERM**

DOHMH is seeking a concessionaire for one (1) three-year term, with one (1) three-year renewal option, exercisable at DOHMH's sole discretion. No longer term will be considered. This concession will be operated pursuant to a concession agreement (the "Agreement") issued by DOHMH; no leasehold or other proprietary right is offered.

### **PROJECT MANAGER**

The Project Manager for this concession is:

Dorothy Thompson, Project Manager  
Mailing Address: 125 Worth Street, 3<sup>rd</sup> Floor, Suite 342  
New York, NY 10013

All RFP questions and/or inquiries should be directed to her. She may be reached at:

Phone: 212-442-2816  
Email: [dthomps1@health.nyc.gov](mailto:dthomps1@health.nyc.gov)  
Fax: 212-788-9232

### **RFP TIMETABLE**

The following schedule has been established for this RFP:

**RFP Release Date: Monday, January 10<sup>th</sup>, 2011**

**Recommended Pre-Proposal Conference: Thursday, January 27<sup>th</sup>, 2011 at 10:00 A.M**

**Proposals Due: Thursday, February 24<sup>th</sup>, 2011 at 3:00 P.M**

**Location to submit proposals: Celloy Williams**

**Administrative Contract Manager  
DOHMH/ACCO Office  
93 Worth Street, Room 812  
New York, NY 10013**



*If you have a physical disability and cannot deliver your proposal to the above location, please contact the Project Manager(s) at least 48 hours prior to the deadline and alternate arrangements can be made.*

## **Pre – Proposal Conference:**

There will be a Pre-Proposal Conference on Thursday, January 27<sup>th</sup>, 2010 at 10:00 A.M., at DOHMH offices **125 Worth Street, 3<sup>rd</sup> Floor, Room 326** as the proposed concession site is under construction. If you are considering responding to this RFP, please make every effort to attend this pre-proposal conference.

## **I. PROJECT BACKGROUND**

DOHMH is seeking proposals for the operation and maintenance of a concession for the provision of food and beverages to approximately 2,700 DOHMH employees and their guests (“Café Service”) within a 900 square foot designated area on the 14<sup>th</sup> floor of DOHMH’s new office facility located at 2 Gotham Plaza, Long Island City, Queens (“Café Premises”). Please see attachment E for additional information regarding the Café Premises.

Pursuant to the City of New York’s (the “City”) lease, the Café Premises is being configured to support limited food and beverage preparation service in a primarily “grab and go” café-style setting. In addition, the successful proposer may sell other limited products to DOHMH employees from the Café Premises (see Section xx for additional information regarding this option). Opportunities for expansion within the DOHMH facility are highly unlikely.

DOHMH’s occupancy of the new facility is anticipated to be substantially complete by early April 2011. To coincide with the arrival of the DOHMH employees the concessionaire will be expected to begin to provide Café Service on or about April 2011 (subject to construction and scheduling delays). As previously mentioned, the Cafe Premises is located on the 14<sup>th</sup> floor of the new facility which is an elevator bank transfer interstitial floor.

### **Experience and Qualifications**

The concessionaire should have no less than three years of operating experience in the restaurant/café establishment and/or food service industry, providing food services to a facility that has more than 2,000 employees, as well as demonstrated adherence to applicable local laws, rules and regulations in its business dealings that form the basis of its food industry experience.

### **Organizational Ability**

The concessionaire must have the financial, material and staffing and supplier resources to adequately provide the required Café Service for the term of the Agreement as well as during any renewal period.

## **II. PROJECT COMPONENTS**

### **A. OPERATIONS**

#### *Operational Plan*

Proposers should submit a detailed operational plan for its operation of the entire Café Premises. This plan should include, but not be limited to, intended use of the Café Premises, hours of operation, services to be provided, any plans to install energy efficient appliances that have the Energy star seal of approval and/or water conserving appliances, and any plans to use “Green seal” or other environmentally friendly products or devices, staffing plans, safety and security plans, menu, merchandise to be sold, programming plans, mechanisms to measure customer satisfaction, a detailed list of all proposed fees and prices, and maintenance, rubbish removal, and cleaning. All plans, schedules, services, menu items, merchandise, prices, and hours of operation are subject to the prior written approval of the DOHMH Administrative Supervising Building Manager.

#### *The Café Service*

The concessionaire will be required to operate and maintain a Café Service concession of the highest standard of quality at the Café Premises. Therefore, DOHMH is seeking proposers with a strong background in the food and beverage service industry to operate and maintain a high caliber Café Service concession. The food provided must include healthy food choices to that demonstrate quality, variety, be of high quality and yet be affordable. Examples of healthy food choices for the proposed menu include salads, fruits, vegetables, whole-grain breads, vegetarian options (including a vegetarian sandwich), low and no-calorie beverages, low-sodium prepared foods and low-fat dairy products in accordance with the attached guidelines. Proposers should include some low-cost items on their menus. Due to the minimal food and beverage preparation capacity at the Café Premises (such as cooling and reheating), proposals should include, but not be limited to, pre-prepared, pre-packaged foods and snacks.

The concessionaire will be required to comply with the DOHMH Food and Beverage Guidelines set forth in Attachment D for the entire concession term (including renewal options). All menu items and prices (including any price increases) are subject to the prior written approval of the DOHMH Administrative Supervising Building Manager.

Trade fixtures that may be part of the proposal include, by way of example, electric warming ovens, charcoal fans without outside venting to eliminate odors, electric warming ovens, furniture, and potable water heaters. Proposers should be aware that there is no gas service to the Café Premises. Therefore, all equipment must be electric. There will also be no outdoor venting system. Therefore, the choice of trade fixtures should take into account the preference for filters on all appliances that might, absent such a filter, emit odors. The concessionaire will be responsible to maintain filters such that no odors related to appliance operation are detected in work spaces.

The concessionaire will be required to maintain adequate inventory to assure a constant supply of food and beverages, immediately removing all food and beverages bearing an expiration date that has expired.

Any staff assigned by the concessionaire to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate DOHMH permits. The concessionaire may only operate the Café Service if he or she has obtained the appropriate, valid permits and authorizations required by DOHMH. The concessionaire shall actively maintain all necessary DOHMH approvals, permits, and licenses for the continual, lawful operation of the concession.

#### DOHMH Information

In addition to a DOHMH license, at all times that the Café Service is operating, a staff person with a valid DOHMH food handler's license must be present. To obtain a DOHMH license, contact the New York City Licensing Department, 42 Broadway, 5th floor, Monday through Friday 8:30am to 5:00pm, or by phone at 212-487-4436. Vendors should be aware that if they are applying for a DOHMH license for the first time, this process can take six weeks or more. Vendors operating without all necessary permits may be subject to fines and/or confiscation of merchandise.

#### Vending Machines

The concessionaire may, with the prior written approval of the DOHMH Administrative Supervising Building Manager, provide Café Service through a maximum of three (3) vending machines at the Café Premises. The concessionaire is permitted to install a maximum of one (1) hot beverage vending machine, one (1) cold beverage vending machine and/or one (1) food vending machine (preferably refrigerated). All food and beverages sold from the vending machines must comply with the DOHMH Food and Beverage guidelines set forth in Attachment D. The concessionaire shall remove any vending machines at the direction of the Commissioner.

All beverages and snacks vended through such vending machines shall comply with the New York City Beverage Vending Machine Standards set forth in Part I of Attachment G, and with the New York City Food Vending Machine Guidelines set forth in Part II of Attachment G. In addition, the beverage and/or food standards may be changed during the term of the concession. The concessionaire will be required to comply with any new and/or changed food or beverage standards in the operation of vending machines at the Café Premises. Notwithstanding the foregoing, if the implementation of such new or changed standards will result in a material adverse effect on the concessionaire's cost, upon submission to DOHMH of documentation satisfactory to DOHMH demonstrating such effect, the concessionaire and DOHMH may amend the License as agreed upon between DOHMH and the concessionaire. If the concessionaire fails to comply with any new and/or changed food or beverage standards, as directed by DOHMH, concessionaire shall remove any vending machines on the Café Premises.

#### Merchandise

The successful proposer may also sell merchandise from the Café Premises such as incidental non-food items including newspapers, Metrocards, magazines, toiletry items, stamps, reusable water bottles, and the like that are pre-approved for sale on an item by item basis by DOHMH in writing as a convenience to its employees; however, proposers should be aware that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated merchandise. If the successful proposer wants to sell merchandise that uses the City's trademarks, the successful proposer will be required to purchase merchandise from authorized licensees of the City of New York. DOHMH will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, or commercial products. All prices and merchandise to be sold are subject to the prior written approval of the DOHMH Administrative Supervising Building Manager. The sale of counterfeit or unlicensed merchandise

at this concession will result in the immediate termination of the Agreement and seizure of the security deposit.

#### Hours of Operation

The concessionaire may only operate the Café Premises between 8 a.m. to 6 p.m., on all weekdays, exclusive of City employee holidays. All hours and days of operation are subject to the prior written approval of the DOHMH Administrative Supervising Building Manager.

#### Staff

The concessionaire will be required to have a sufficient number of staff available at the Café Premises during regular operating hours to ensure proper operation of the concession. DOHMH reserves the right to require that all staff wear uniforms that have been approved in writing by DOHMH. All staff shall comply with all building security rules. The concessionaire shall have a management-level staff person on-site during all hours of operation. Concession staff may enter the Café Premises no earlier than two hours before the concession opens to allow for deliveries and set-up time and must be off-Café Premises within two hours of the concession closing.

#### Storage

DOHMH makes no representations that there is adequate storage space at the Café Premises. The concessionaire shall be responsible for, at its sole cost and expense, obtaining any additional storage space required for the operation of the concession, including the storage of all non-fixed equipment which must be stored on a nightly basis and anytime the concession is closed. The concessionaire shall not store any equipment or supplies at the Café Premises without the prior, written approval of the DOHMH Administrative Supervising Building Manager. No item shall be placed upon any public space, including the area adjacent to the Café Premises without the prior written approval of the DOHMH Administrative Supervising Building Manager.

#### Maintenance and Repairs

The concessionaire will be required, at its sole cost and expense (or through arrangements approved by the City and its Landlord, with third parties), to operate and maintain the Café Premises in good, clean, hygienic and safe condition and in accordance with industry standards. This includes, but is not limited to, the maintenance and repair of the entire Café Premises, including repairs to, or replacements of, as necessary, plumbing or electrical elements, all trade fixtures, including those provided by DOHMH or its Landlord and those that the concessionaire installs or utilizes in the Café Premises; keeping all equipment, fixtures, and personal property used in its operations in good operating condition.

The concessionaire will be required, at its sole cost and expense (or through arrangement approved by the City and its Landlord, with third parties), to conduct routine maintenance and repairs to the Café Premises, including, without limitation, to basic items to be furnished as part of the Café Premises depicted in Attachment E, will be required to be performed by the concessionaire in the normal course of management and operation of the concession. For example, routine painting and repair of minor wear and tear is considered routine maintenance. The concessionaire shall keep the Café Premises and the surrounding trafficked areas within 50 feet of the Café Premises free of all debris, rubbish, and abandoned equipment at all times. In addition, all signs and structures on the Café Premises must be kept in good condition and free of graffiti and must be pre-approved by the DOHMH Administrative Supervising Building Manager. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of the Landlord, and such actions must be done as Landlord may direct.

#### Cleaning Services

The concessionaire will be required to reimburse the City for its costs for regular cleaning services performed by the Landlord's janitor and cleaning contractor as set forth in paragraph 11 of the Building Rules (Attachment F to the this RFP), and as further detailed in the Cleaning Specifications included in the City Lease Excerpts (Attachment H to this RFP) at a cost of \$2,250 per annum initially, and thereafter increasing proportionately to the City's cost increases, if any. The cleaning to be provided by the building's cleaning contractor will include periodic floor mopping and interior and exterior glass cleaning for the glass wall and door partition for the Café Premises. In addition, regular cleaning services will include periodic extermination services as set forth in Section 6 (6) of the Cleaning Specifications, excerpted from the City Lease and set forth as a part of Attachment H to this RFP. All other cleaning required to keep the Café Premises in a clean condition will be the responsibility of the concessionaire and will be at the concessionaire's expense.

If additional cleaning and/or extermination services (in addition to the cleaning and extermination services provided by the Landlord's cleaning service and the concessionaire's staff in the ordinary course of business, to keep the Café Premises in a clean and vermin free condition) are necessary, the concessionaire will provide its own additional cleaning and/or extermination services, either itself, or if required by the Landlord, through the building cleaning and extermination services contractor, and to the extent that the concessionaire itself, or any subcontractor hired by concessionaire, applies pesticides to any property owned or leased by the City, concessionaire shall comply with, and shall cause its subcontractor, if any, to comply with, Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.

#### Rubbish Removal & Recycling

Notwithstanding the first sentence of paragraph 12 of the Building Rules, attached hereto as Attachment F, the concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of all waste, garbage, refuse, rubbish and litter from the Café Premises and the area within fifty (50) feet of the Café Premises for those items sold by the concessionaire. The concessionaire will be required to provide adequate and easily accessible waste and recycling receptacles, approved by the DOHMH Administrative Supervising Building Manager and have these receptacles emptied on a daily basis and removed by a private carter. The location and placement of all waste and recycling receptacles is subject to the approval of the DOHMH Administrative Supervising Building Manager. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. In addition, the concessionaire will be required to demonstrate to DOHMH's satisfaction, through a detailed maintenance plan, that it will keep and maintain the concession site in excellent condition throughout the Agreement term.

#### Signage & Advertising

The concessionaire will be required to prominently display signage at the Café Premises listing all prices, rates, and hours and days of operation. The design, manner of affixing or otherwise displaying, and the placement of all signage is all subject to the prior written approval of the DOHMH Administrative Supervising Building Manager. The concessionaire will be prohibited from placing or permitting the placement of advertisements in the Café Premises without the prior written approval of the DOHMH Administrative Supervising Building Manager. The display or placement of tobacco advertising shall be prohibited. The advertising of alcoholic beverages shall not be permitted. Lighted signage will be permitted, subject to the prior written approval of the DOHMH Administrative Supervising Building Manager. However, lighted signage must either utilize the existing electrical outlets as depicted in Attachment E without exposed wiring, or must be battery powered.

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 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;
- the advertising of any product brand is prohibited, unless and until the advertising has been specifically approved in writing by the DOHMH Deputy Commissioner for Health Promotion and Disease Prevention, or his designee.

Any such prohibited material displayed or placed shall be immediately removed by the concessionaire upon notice from DOHMH. Any and all signage and the affixation of such signage to building surfaces is subject to the prior written approval of the DOHMH Administrative Supervising Building Manager, and must comply with the building rules, as such building rules may be revised from time to time. See Building Rules attached hereto as part of Attachment F.

#### Internal Controls

Throughout the Agreement term, 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. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. The concessionaire must also establish a dedicated bank account for deposits of concession-generated revenue. All accounting and internal control related records shall be maintained for a minimum of ten (10) years from the date of creation of the record.

#### Naming of the Concession

Proposers should be aware that DOHMH may require that the City own the portion of any new name selected by the successful proposer for the Café Premises that indicates DOHMH 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 of a living or deceased individual or a restaurant identifier that is not otherwise associated with DOHMH's property. DOHMH reserves the right to approve of any name selected by the concessionaire for the concession.

#### Utilities

DOHMH makes no representations regarding the adequacy of utilities currently in place at the Café Premises. The concessionaire will be required to connect to, and/or upgrade, any existing utility service, and obtain the appropriate permits and approvals. The concessionaire will be required to pay for any and all utility costs, including electricity and water and sewer charges, for electricity and water and sewer usage in the operation of this concession during the License term. The cost to the concessionaire will be \$2,700 per annum initially, thereafter increasing proportionately to the City's cost increases, if any. These utility costs include paying its proportion for all water and sewer charges that the New York City Department of Environmental Protection ("DEP") assesses for water usage.

#### Drought & Water Conservation Issues

The concessionaire will be required to adhere to all DEP directives and restrictions regarding drought and water conservation issues during the License term. Proposals should include any plans to employ methods and equipment which will conserve water.

#### Environmental Considerations

DOHMH is deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the Café Premises. Practices may include, but are not limited to, the installation of Energy star compliant appliances, vending machines, microwaves, refrigerators, and dishwashers that are proposed for use at the Café Premises, the use of energy efficient, non-polluting, low noise generators, the employment of energy efficient and water conservation measures, the use of low toxicity chemicals, and the use of environmentally friendly products.

DOHMH views favorably the installation of Energy Star approved appliances and equipment, such as vending machines and commercial refrigerators, at the Café Premises. Proposers should State whether they intend to install products that have the Energy Star seal of approval. Energy Star products and environmentally friendly practices can be found at: <http://www.energystar.gov>.

DOHMH also views favorably proposals that include plans to use “Green Seal” eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. A list of “Green Seal” certified products can be found at:

<http://www.greenseal.org/findaproduct/index.cfm>,

and a list of environmentally-friendly products/materials is also available at:

[http://www.nyc.gov/html/mocs/html/programs/other\\_epp.shtml](http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml).

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).

DOHMH will encourage the successful proposer to certify the Café Service through the Green Restaurant Association (GRA), a non-profit dedicated to making the restaurant industry more sustainable and environmentally friendly. GRA provides full-service environmental consulting, educational materials and public relations assistance to restaurants that enroll in its certification program. Restaurants interested in joining GRA must sign a contract pledging to develop a comprehensive recycling program and eliminate the use of all Styrofoam products. GRA will also assist member restaurants with implementing four environmental steps per year, such as using chlorine-free products, educating staff, employing water conservation measures, and using locally grown food. For more information about GRA, visit its website at <http://www.dinegreen.com> or call (858) 452-7378. Proposers can also consult GRA’s website to locate an array of endorsed “green” products.

DOHMH encourages the successful proposer to use chlorine free, biodegradable products such as paper towels, napkins, utensils and plates if the proposer intends to utilize any disposable products for all Café Service at the Café Premises. Additionally, DOHMH will encourage the use of environmentally friendly cleaners and the selling of sustainable food products and utilize a composting service to dispose of food waste. Proposers can consult the web site of the GRA to locate GRA-endorsed products. In addition to the use of environmentally friendly products, DOHMH will encourage the successful proposer to train staff on environmentally friendly food service practices and to utilize a composting service to dispose of food waste.

In cleaning performed by the concessionaire's staff, the concessionaire shall use only cleaning supplies and techniques which are in compliance with Citywide guidelines on cleaning supplies, where possible procuring cleaning supplies from the New York State preferred source vendors, a complete list of whom can be found at:

<http://extranet.dcas.nycnet/nycprocurement/dmss/asp/NYCGreenProducts.asp>

In selecting cleaning supplies for its staff's use, it is suggested that the proposers consult the following website:

[http://www.nyc.gov/html/nycwasteless/html/at\\_agencies/reducing\\_toxics.shtml#aerosolcans](http://www.nyc.gov/html/nycwasteless/html/at_agencies/reducing_toxics.shtml#aerosolcans)

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](http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml).

#### Security

The concessionaire will be responsible for maintaining security of the Café Premises during the License term. Although the Landlord is responsible for installing a lock on the door used to access the Café Premises from the DOHMH office area, the concessionaire will be responsible for maintaining this security mechanism during the License Term.

As part of its general building security system, DOHMH will have, and maintain throughout the License term, security cameras located in and around the Café Premises. There will be two DOHMH cameras within the Café Premises, one over each door directed toward the inside of the Café Premises. The corridor in front of the Café Premises will also be covered by a DOHMH camera, which will be angled to cover the entrance to the Café Premises. No additional security cameras are required to be installed by the concessionaire.

The concessionaire, at its sole cost and expense, shall be responsible for any and all additional security that it may wish to provide beyond such basic locks and building security to be provided by the Landlord and/or DOHMH. All concessionaire plans for such additional security for the Café Premises must be made in accordance with plans that have been approved by DOHMH Administrative Supervising Building Manager in writing in advance. The concessionaire will be required to secure the Café Premises and any other equipment every evening. However, City and Landlord representatives and the Landlord's cleaning contractor must have access to the Café Premises through use of the Master Key to the door lock in the door to the Café Premises.

#### Safety

Since safety is of the utmost concern, proposers with prior experience in operating this type of facility or similar facilities should submit their personal and/or company safety record. Each proposal should include a detailed outline of maintenance schedules and safety precautions required for the operation of the Café Premises as well as any applicable staff qualifications and certifications. Proposers should also provide descriptions of the locations and types of facilities they have operated, including a list of references. The concessionaire will be required to comply with all national safety guidelines and Federal, State and City laws, rules and regulations related to the operation and maintenance of the Café Premises.

Customer Service

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

Inspections & Liquidated Damages

Inspectors from DOHMH may visit the site unannounced to inspect operations and ensure proper maintenance of the concession site. Based on their inspections, DOHMH may issue directives regarding deficiencies the concessionaire will be obligated to rectify in a timely fashion. Violations of the terms of the Agreement may result in the assessment of liquidated damages which, if not paid promptly, may be deducted from the concessionaire’s security deposit. If the concessionaire fails to provide the cleaning, maintenance, and operational services required by the Agreement, DOHMH shall notify the concessionaire in writing, and the concessionaire shall be required to correct such shortcomings within the timeframe set forth in such notice. If the concessionaire fails to cure the violation within the timeframe set forth in the notice, DOHMH may, at its option, in addition to any other remedies available to it, assess liquidate damages and/or suspend or terminate the license granted under the Agreement. DOHMH may impose a \$250 administrative fee for reinstatement of a suspended license. In addition to enforcement of relevant Health Code and Food Safety regulations by the relevant City and State agencies, liquidated damages under the Agreement may be assessed in accordance with the following schedule:

<b>Provision</b>	<b>Liquidated Damages per Occurrence</b>
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked Exits	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Unauthorized Advertising	\$100
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350
Sticker Expired or Not Displayed	\$250
311 sign not displayed	\$250
12 oz. soda not available or not displayed when 20 oz. size is available	\$250

Access to Café Premises

The concessionaire will be required to provide DOHMH with full and free access to the Café Premises to ensure DOHMH’s satisfaction with the concessionaire’s compliance with the terms of the Agreement.

**B. IMPROVEMENTS, DESIGNS, FIXTURES & EQUIPMENT**

DOHMH-Provided Fixtures

DOHMH will provide the following items within the Café Premises (as detailed in the architectural drawing provided (See Attachment E)):

- Two (2) cashier stations (excluding required retail point-of-sale equipment)
- Food preparation and storage area with a hand wash sink and a double stainless steel sink and counter
- Finished ceramic tile flooring
- Electrical power receptacles
- Floor drains and plumbing rough-in as depicted in Attachment E

Bathroom facilities will not be part of the Café Premises; however the concession staff and customers may use the employee restroom facilities on the floor on which the Café Premises is located.

#### Concessionaire-provided equipment

The concessionaire shall supply the personal equipment necessary for the operation of this concession, including retail point-of-sale equipment at a minimum. The design, color, placement, and number of all trade fixtures, including any food service facility equipment items, are subject to the prior written approval of the DOHMH Administrative Supervising Building Manager. All fixed equipment becomes the property of DOHMH upon installation, at DOHMH's option. If, at the end of the Agreement term or at the time of an earlier termination, DOHMH chooses not to exercise this option; the concessionaire shall remove fixed equipment and return the Café Premises to a condition as good as or better than at the commencement of the license term. Upon termination or other expiration of the Agreement to operate the Café, all personal non-fixed equipment not removed within seven days after the effective date of such expiration or other termination or such items will be deemed abandoned and become the property of the City.

DOHMH anticipates an investment from the concessionaire in its trade fixtures, including limited nonrefundable costs for items that are affixed to the Café Premises. The concessionaire will be responsible for all costs associated with the operation and maintenance of the Café Premises. DOHMH will view favorably proposals that include "green building" design elements and encourages the use of environmentally friendly products for improvements, designs, fixtures and equipment.

#### Americans with Disabilities Act (ADA) Compliance

The concessionaire shall be required to provide ADA accessibility throughout the Café Premises, including, but not limited to providing ADA signage. The concessionaire shall comply with all City, State, and Federal requirements to provide safe and accessible facilities for everyone, including persons with disabilities. The concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

#### Permits, Licenses & Approvals

The concessionaire will be responsible for obtaining all necessary permits, licenses and approvals from all City, State and Federal Agencies having jurisdiction for the operation and maintenance of the Café Premises. The concessionaire will also be responsible for obtaining, amending and complying with the sign-offs, public assembly permits, DOHMH permits, fire department certificates and all other permits including, but not limited to, DEP, New York State Department of Environmental Conservation (NYS DEC), and/or other government agency approvals and permits necessary for any alterations to the Cafe Premises (if any are necessary), and in planning

and carrying out such operational and maintenance requirements, and with regard to any and all construction or other work permitted under the Agreement, must comply with all requirements of the applicable City lease and the City's Landlord, as required under the City's lease of its offices within which the concession will be located. See Attachment H for relevant excerpts from the City's lease.

#### Design and Alterations

Please note that DOHMH will weigh design features in its evaluation process (for more information, please see the "Proposal Content Guidelines" Section below). Therefore, proposers must include a description of all intended work and provide cost estimates for this work in your proposal submission. In addition, please include a detailed design timetable which clearly outlines proposed improvements and the anticipated timetable for the installation of all improvements. Also, please indicate all specific environmental considerations by including them in your improvements and maintenance plan. All designs and alterations are subject to the prior written approval of the DOHMH Administrative Supervising Building Manager.

The concessionaire will be required to supply all equipment, supplies and materials necessary for the successful operation of the concession, excepting only the basic fixtures indicated on the plans attached as Attachment E. More detailed plans in a larger format are available for examination by appointment made with the Project Manager whose contact information is listed on page 2 of this RFP. Proposers must contact the Project Manager designated on page 2 of this RFP. At DOHMH's option, all fixtures and equipment that are affixed to the Café Premises will become the property of DOHMH upon installation.

Proposers should differentiate in their proposal between equipment and other items which will be affixed to the Café Premises and moveable trade fixtures that can be removed without damage to the Café Premises at the end of the concession grant.

As a DOHMH concessionaire, the concessionaire may request a sales tax waiver for all sales tax costs associated with fixtures that are purchased for the concessionaire's DOHMH concession and that will become the property of the City upon installation.

In the unlikely event that the concessionaire would be making improvements to the Café Premises that require filing of plans with the Department of Buildings and the issuance of building permits and/or final inspection by the DOB, all such improvements to be made shall be the subject of plans that are prepared by licensed architects or engineers engaged by the concessionaire, and will require prior written approval from DOHMH's Administrative Supervising Building Manager and/or any other agency or other entity having jurisdiction before any work is commenced in the Café Premises by the concessionaire. The concessionaire will be required to provide DOHMH with all plans and specifications upon completion of the construction documents by its architects and engineers, and would be required to arrange for all necessary inspections and approvals.

The erecting of any structures or other decorative or functional additions within the Café Premises shall be subject to the prior written approval of the DOHMH Administrative Supervising Building Manager and if approved, done in such manner as DOHMH may reasonably direct. All alterations work performed by the concessionaire must first be approved by the City's landlord and comply with the applicable requirements of the City's lease of the offices in which the Café Premises are located, as well as the requirements set forth in the building rules and regulations promulgated by the City's landlord.

#### **D. ADDITIONAL REQUIREMENTS DURING THE LICENSE TERM**

1. At all times, the concessionaire shall display a menu and a price list, approved by DOHMH's Deputy Commissioner for Health Promotion and Disease Prevention, or his designee, in writing and before posting, which conforms to the requirements of Section 81.50 of the New York City Health Code. Any vending machines installed and operated by the concessionaire must comply with the federal vending machine calorie labeling requirements for food items sold in vending machines set forth in Section 4205 of the Patient Protection and Affordable Care Act of 2010 (the "Act") and in the regulations promulgated by the Federal Food and Drug Administration pursuant to the Act (the "Regulations"), even if vending machines installed in the Café Premises would not, pursuant to the terms of the Act and the Regulations, be subject to such calorie labeling requirements. Initial prices for offered items will conform to the price list submitted with the successful proposal, as approved in writing by DOHMH, and such prices may be raised no more often than at the anniversary date of the term of the Agreement and then only upon the written approval of such request by the DOHMH Administrative Supervising Building Manager.
2. 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 of the license. This security deposit, which may be in the form of an interest bearing account or other format approved by DOHMH, will be due upon signing.
3. The concessionaire will be required to operate and maintain the Café Premises as a concession for the use and enjoyment of the employees of DOHMH.
4. The concessionaire will be required to carry Commercial General Liability insurance, dedicated to the Café Premises and concessionaire's operations there in the amount of \$1,000,000 per occurrence, and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance. All insurance policies other than Employer's Liability, Worker's Compensation, and Disability Benefits Insurance must name the City of New York, including its officials and employees, and the City's Landlord for the premises in which the Café Premises are located, as an additional insured with coverage at least as broad as Insurance services Office (ISO) Form GC 20 26. All Risk Insurance equal to the replacement cost value of the structures will also be required, with the City of New York named as sole loss payee. Proposers are on notice that the City may require higher liability limits and other terms if, in the opinion of the Commissioner, the proposed program warrants it.
3. The concessionaire will be required to submit monthly Statements of gross receipts from all categories of income in a format approved by DOHMH. Within sixty (60) days following 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, as described under "Internal Controls" above.
4. The concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall include the receipts for all sales of goods in the Café Premises, excluding only the amount of any federal, State, or city sales taxes which are paid by the concessionaire.

5. Smoking in any building is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
6. The selling and/or advertisement of alcohol, cigarettes, cigars, or any other tobacco products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
7. 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.
8. The concessionaire must obtain the written approval of the DOHMH Administrative Supervising Building Manager prior to entering into any marketing or sponsorship agreement. In the event that the concessionaire breaches this provision, the concessionaire shall take any action that the City may deem necessary to protect the City's interests.

### **III. THE RFP PROCESS/PROPOSAL PROCEDURE**

#### **A. PROPOSAL SUBMISSION INSTRUCTIONS**

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

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

**Please submit four (4) copies of your proposal (including four copies of all required attachments). The following information should be printed on the outside of the envelope:**

**Proposer's Name & Address**

**Solicitation No.: 11BS095500R0X00**

**Proposals Due: Thursday, February 24<sup>th</sup>, 2011 at 3:00 P.M.**

#### **B. PROPOSAL SUBMISSION REQUIREMENTS**

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

1. All proposers must submit a proposal that includes a fee offer for each year of the operating term. At DOHMH's request, proposer shall submit documentation, satisfactory to DOHMH, demonstrating that it has the financial capability to pay the fees set forth in its proposal. Failure to provide such documentation will result in a determination of non-responsiveness.
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 \$2,500 with the proposal (payable to "NYC Department of Health and Mental Hygiene"). 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.
5. All proposals must be submitted in a sealed envelope and received in the office of the Café Concession Administrative Contract, City of New York, Department of Health and Mental Hygiene, 93 Worth Street, Room 812, New York, New York 10013.
6. All proposals must be received by **Thursday, February 24<sup>th</sup>, 2011 at 3:00 p.m.** Hand delivery to Room 812 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, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules.**
7. 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 and should do so in a separate envelope. (If the responding 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 has 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 the proposal 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. (Attachment I).

### **C. PROPOSAL CONTENT GUIDELINES**

Each proposal is expected to include the following:

1. Proposal Cover Letter

The Proposal Cover Letter form (Attachment A) transmits to the Agency the proposer's Proposal Package that has been completed, signed and dated by an authorized representative of the proposer.

2. Fee Offer

The fee offer should state the highest sum each proposer is prepared to pay as a concession fee, expressed as guaranteed annual minimum fee for each year of the concession term. 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 term. See Attachment B.

3. Operating Experience

- Proposers should submit a resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/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. Attachment A to this RFP consists of a cover letter and an Operating Experience and Qualifications form which should be used for this purpose.
- 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 and operational 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.

4. Planned Operations

Proposers should submit a detailed design and operational plan for the entire Café Premises, including but not limited to designs, hours of operation, services to be provided, menu items and merchandise to be sold, whether ethnically diverse and/or healthy food choices will be provided, nutritional information, vegetarian and healthy options, a detailed list of all proposed prices and rates, maintenance, rubbish removal, and safety and security plans (if any), any plans to install energy efficient appliances or appliances that have the Energy star seal of approval and/or water conserving appliances, and any plans to use "Green seal" or other environmentally friendly products or devices. DOHMH requires that the food and customer service provided at the site include healthy options, be of superior quality and be available for affordable prices, and therefore, the proposal should address how the proposer would meet these requirements.

In addition, the proposers should submit the following specific information:

- Proposers should describe all design features, improvements and other work that it plans to perform and should include a timetable for all alterations and installation of equipment. This timetable should clearly outline all intended improvements and investments, the projected cost estimates for such improvements, and the anticipated duration of each improvement.
- Proposers should submit a plan describing the extent to which proposed improvements and investments will take into account environmental considerations. This plan shall include any plans to install energy efficient appliances and/or water

conserving appliances, the use of low toxicity chemicals, and the use of environmentally friendly products.

- Proposers should submit designs of the Café Premises, including dimensions, photographs and renderings, and layouts for equipment to be used in the Café Premises. This should include:
  - Proposed additional security system features, if any
  - adequate electrical service usage estimates and requirements;
  - estimated utility needs for all fixtures, including lighting
  - A detailed description of all trade fixtures that the proposer proposes to utilize in providing the Café Service, within the Café and other proposed improvements and design features.
- An improvements and maintenance plan
- Proposers should submit an estimated number of full-time employees and the positions these employees will fill.
- DOHMH is charged with improving customer satisfaction with the Café Service provided at its concession. Therefore, DOHMH would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the Café Service. Such mechanisms might include customer evaluations or survey forms. Further, DOHMH would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.
- If any vending machines are proposed, state the number and type of such vending machines and their proposed contents and pricing.

5. Financial Capability

- Proposers should include a 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 from the past three (3) years (corporate and/or personal).
- Proposers should identify the intended source of all funds proposed to be invested in the Café Premises.

## **IV. EVALUATION AND SELECTION PROCEDURES**

Proposals will be evaluated by a selection committee composed of a minimum of three (3) DOHMH employees and other City employees with relevant expertise, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria

listed below. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

### **A. PROPOSAL EVALUATION CRITERIA**

In evaluating proposals, the selection Committee members will use the following criteria:

- Planned Operations: see Section III (50 %)
- Operating Experience: see Section III (30 %)
- Financial Capability: see Section III (10 %)
- Fee Offer: see Section III (10 %)

### **B. EVALUATION PROCEDURES**

DOHMH 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. DOHMH's acceptance of a proposal does not imply that every element of that proposal has been accepted.

DOHMH cannot consider any proposal that does not comply with the "Submission Requirements" section of this RFP. Proposals that do not meet these requirements will not be evaluated. When feasible, employees of DOHMH will visit facilities operated by proposers.

## **V. OTHER GENERAL RFP REQUIREMENTS & CONDITIONS**

DOHMH 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 of New York to do so.

Proposers are advised that DOHMH 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 award of this concession 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 RFP submission materials become the property of the City of New York and DOHMH. 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.

DOHMH is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by DOHMH. (*See* Public Officers Law, Sections 87 and 89). Individuals or firms that submit proposals to DOHMH may request that DOHMH except all or part of such a proposal from public disclosure, on the grounds that the

proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and State, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If DOHMH grants the request for exception from disclosure, DOHMH shall keep such proposal or portions thereof in secure facilities.

DOHMH 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 an Agreement issued by DOHMH. In the event this Agreement is terminated, DOHMH will not reimburse concessionaire's unamortized improvement costs.

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. DOHMH will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules. Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to DOHMH. A proposer may not withdraw its proposal before the expiration of forty-five (45) calendar days after the date of the opening of proposals; thereafter a proposer may only withdraw its proposal by submitting written notice to DOHMH in advance of an actual grant of a concession.

Technical addenda issued by DOHMH 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. See Attachment C.

Proposers should be aware that, upon DOHMH's request, proposer(s) will be required to submit original copies of VENDEX Vendor and 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 required to complete VENDEX Questionnaires (Principal Questionnaire for any person and Vendor Questionnaire for any entity with at least a 10% ownership interest in the submitting vendor). The concession award will be subject to completion of the VENDEX questionnaires and review of certain information contained therein by the Department of Investigation.

The New York City Comptroller is charged with the audit of concession agreements in New York City. 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) 669-2323.

**ATTACHMENT A**

**SOLICITATION# 11BS09550R0X00**

**PROPOSAL COVER LETTER**

**RFP TITLE:** \_\_\_\_\_

**Proposer:**

**Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Tax Identification #:**

\_\_\_\_\_

**Proposer's Contact Person:**

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Telephone #:**

\_\_\_\_\_

If the undersigned proposer is selected as a concessionaire, and if DOHMH elects to award the concession to the undersigned, the undersigned Proposer hereby offers to enter into an Agreement upon the terms set forth in its proposal, within thirty days after presentation of a concession Agreement for signature. If such selected proposer fails to sign a concession agreement within such thirty day period, DOHMH may elect to enter into a concession agreement with another proposer who submits the second highest rated and responsive proposal. The Proposer further warrants and represents that nothing contained in any financial statements submitted with its proposal is materially misleading.

**PROPOSER:**

**(Set forth full legal name of Proposer)**

**By: Proposer's Authorized Representative:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

**Yes**       **No**

**Experience and Qualifications Statement**

*Provide the following information for the respondent and any proposed:*

1. Respondents must submit the following information for the City. Please list facility locations owned and/or operated by the Proposer in the past **five** years, including address, opening/closing dates, description of concepts, and annual gross sales over the past five years. Proposers should list separately any locations with more than one facility. It is not necessary to list the sales of individual facilities within multiple-facility locations. Use the format below; attach additional pages as necessary.

Location	Description of Facilities	Description of Concepts	Opening Date	Closing Date	Gross Sales per annum during last year of operations	Number of Employees

2. Attach photographs of the interior of any existing stores or other similar facilities.
3. Furnish any other additional information that will indicate your retail and food service establishment experience as it pertains to this RFP.
4. Attach resumes of key personnel, including principals and on-site management. Also include a brief description of their potential roles in store operations in the proposed Café.

**ATTACHMENT B**

**SOLICITATION# 11BS095500R0X00**

**FEE PROPOSAL**

The fee proposal should state the highest sum each proposer is prepared to pay, which is to be expressed as a guaranteed annual minimum fee, for each year of the concession term (including renewal options). The City urges that there be an escalation of at least (5%) per year (compounded annually) in the guaranteed annual flat fee over the term of the Agreement.

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 \$2,500 the proposal (payable to “NYC Department of Health and Mental Hygiene”). 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.

**GUARANTEED ANNUAL MINIMUM FEE:**

	<b>Annual fee</b>
<b>Initial Term</b>	
<b>Year one:</b>	<u>\$</u> _____
<b>Year two:</b>	<u>\$</u> _____
<b>Year three:</b>	<u>\$</u> _____
<b>Renewal Term</b>	
<b>Year four:</b>	<u>\$</u> _____
<b>Year five:</b>	<u>\$</u> _____
<b>Year six:</b>	<u>\$</u> _____

**CONTRACT AFFIRMATION**

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the public contract except

Full name of Proposer or Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:**

A - Individual or Sole Proprietorship\*  
**SOCIAL SECURITY NUMBER:** \_\_\_\_\_

B - Partnership, Joint Venture or other Unincorporated Organization  
**EMPLOYER IDENTIFICATION NUMBER;**

\_\_\_\_\_

C - Corporation  
**EMPLOYER IDENTIFICATION NUMBER :**

\_\_\_\_\_

**BY :** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

If a corporation place seal here:

Must be signed by an officer or duly authorized representative.

Under the Federal Privacy Act the furnishing of Social Security numbers by bidders on City Contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying of businesses which seek City contracts.

**ATTACHMENT C**

**SOLICITATION# 11BS095500R0X00**

**ACKNOWLEDGEMENT OF ADDENDA**  
**FOOD CONCESSION RFP**

**DIRECTIONS:** COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE

**PART I:** LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP:

**ADDENDUM #1, DATED \_\_\_\_\_, 2011**

**ADDENDUM #2, DATED \_\_\_\_\_, 2011**

**ADDENDUM #3, DATED \_\_\_\_\_, 2011**

**ADDENDUM #4, DATED \_\_\_\_\_, 2011**

**ADDENDUM #5, DATED \_\_\_\_\_, 2011**

**ADDENDUM #6, DATED \_\_\_\_\_, 2011**

**PART II:** NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

**DATE: \_\_\_/\_\_\_/\_\_\_**

\_\_\_\_\_  
**PROPOSER NAME**

\_\_\_\_\_  
**PROPOSER SIGNATURE**

## ATTACHMENT D

### SOLICITATION# 11BS095500R0X00

#### DOHMH FOOD AND BEVERAGE GUIDELINES

Only food products that meet the following guidelines can be sold. It is permissible for the store to sell non-food items including newspapers, magazines, NYC water bottles, toiletry items, stamps, etc.

- All items must be 0g trans fat/serving.
- At least 4 kinds of fresh fruit must be available.
- Fresh leafy-green salads must be available.

#### Pre-made food items, when sold, must meet these criteria:

- Breakfast breads, muffins, and related items (as served):
  - ≤ 250 calories
  - ≤ 290mg sodium
- Sandwiches, salads and main dishes (as served):
  - At least 50% of options must be ≤ 500 calories; all must be ≤ 700 calories
  - ≤ 800mg sodium
  - 50% of sandwiches must be on whole grain
- Soup:
  - ≤ 480mg sodium/8oz.
- If condiments are served separately, calories must be provided.

#### Snack and dessert items:

- No more than 20 different types of items in this category can be available for purchase at one time, including those stocked in vending machines.
- All items must meet the standards below per package:
  - ≤ 200 calories
  - ≤ 35% of total calories from fat
    - Nuts, nut butters and cheese are exempt
    - Combination products of dried fruit and nuts are exempt
  - < 10% of total calories from saturated fat
    - Nuts and nut butters are exempt
    - Combination products of dried fruit and nuts are exempt
  - < 0.5 grams of trans fat (*per serving*)
  - ≤ 200 mg of sodium
    - Cottage cheese: ≤ 400 mg per serving
  - ≤ 35% of calories from total sugars
    - Fruit and fruit products with no added sugar are exempt from sugar standard
    - Yogurt: ≤ 30 grams total sugar per 8 ounces
  - ≥ 2 grams fiber, if product is grain/potato-based (e.g. granola bar, baked potato chips, crackers, pretzels, etc.)

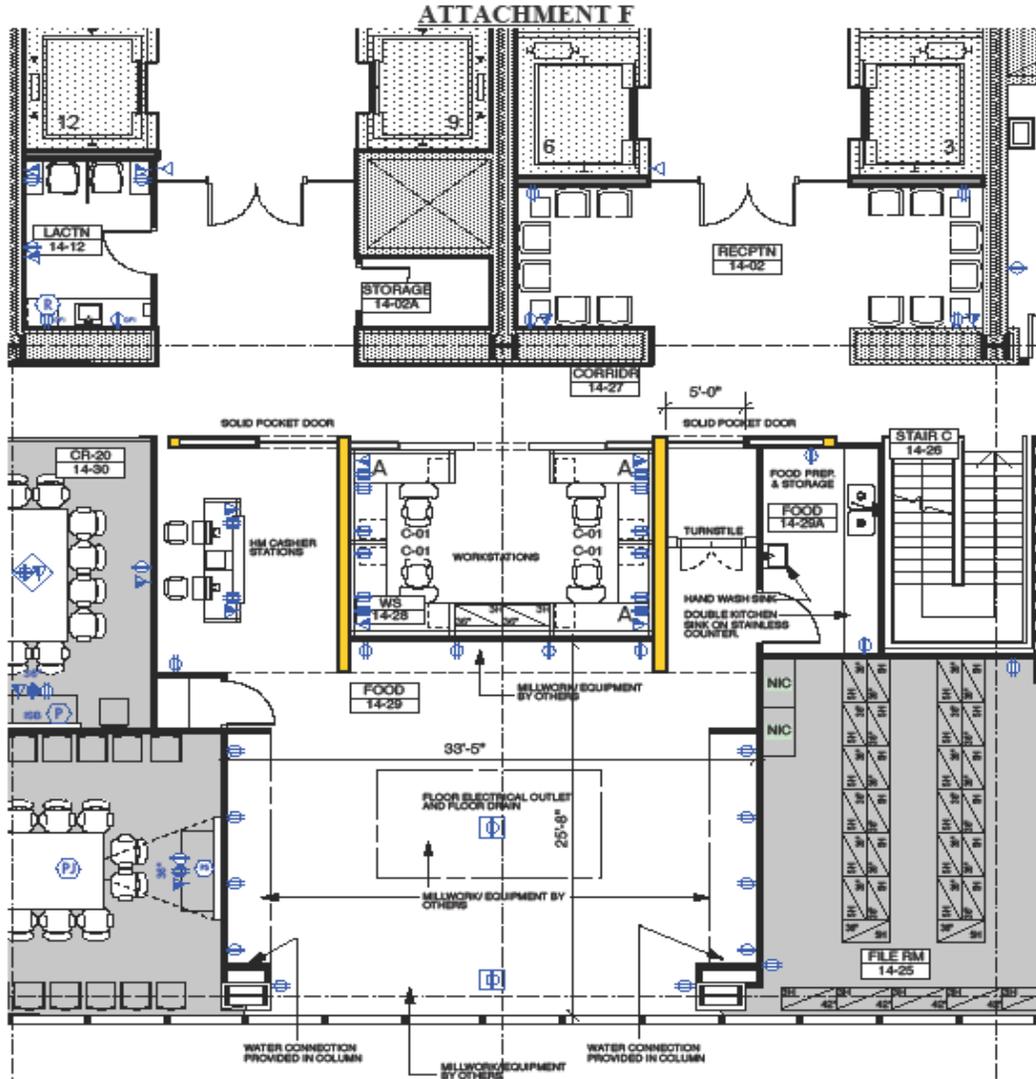
Sugar free gum and mints are excluded from standards and may be sold.

#### Beverages:

- Must be ≤ 25 calories per 8 oz. for all beverages other than 100% juice or milk.
- Juice must be 100% fruit juice and cannot exceed 8 oz.
- Milk must be 1% or non-fat, unsweetened.

ATTACHMENT E

[NOTE: Attachment F reference below on this layout is from the document from which this Attachment E was excerpted]



SKA122109r1 FOOD CONCESSION  
GKV ARCHITECTS

## **ATTACHMENT F**

### **SOLICITATION# 11BS095500R0X00**

#### **BUILDING RULES**

(Current as of the date of this RFP release)

1. Nothing shall be attached to the outside walls of the Building. Other than blinds, no curtains, shades, screens or other obstructions that are installed as part of the Tenant's initial work, or similar materials installed by Tenant after its initial occupancy, no other materials shall be attached to or hung in or used in connection with any exterior window or entry door of the Demised Premises, without the prior consent of Landlord.

2. No sign, advertisement, notice or other lettering visible from the exterior of the Demised Premises shall be exhibited, inscribed, painted or affixed to any part of the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

3. The grills, louvers, skylights, windows and doors that reflect or admit light and/or air into the Demised Premises or common areas of the Building shall not be covered or obstructed by Tenant, nor shall any articles be placed on the radiators or convectors.

4. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising, other than advertising required for public notices required by the Charter of the City of New York or the Administrative Code of the City of New York, or as the normal course of business for a City Entity.

5. The Common Areas shall not be obstructed or encumbered by any Tenant or used for any purposes other than ingress or egress to and from the Demised Premises and for delivery of merchandise and equipment in a prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord.

6. Except in those areas designated by Tenant as "security areas," all locks or bolts of any kind shall be operable by the Building's Master Key. No locks shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by the Building's Master Key. Tenant shall, upon the termination of its Lease, deliver to Landlord all keys of stores, offices and lavatories, either furnished to or otherwise procured by Tenant and in the event of the loss of any keys furnished by Landlord, Tenant shall pay to Landlord the cost thereof.

7. All movement in or out of any freight, furniture, boxes, crates or any other large object or matter of any description must take place during ordinary Business Hours, unless other arrangements are made with Landlord. Landlord reserves the right to inspect all packages and other articles to be brought into the Building and to exclude from the Building all articles which violate any of these Building Rules or the Lease. Landlord may require that any person leaving the public areas of the Building with any package or other article to submit a pass, signed by an authorized person, listing each article being removed, but the establishment and

enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any Tenant against the removal of property from the Demised Premises.

8. All hand trucks shall be equipped with rubber tires, side guards and such other safeguards as Landlord may reasonably require.

9. No Tenant Party shall be permitted to have access to the Building's roof, mechanical, electrical or telephone rooms without permission from Landlord, except in accordance with this Lease.

10. Tenant shall not permit or suffer the Demised Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building acting reasonably by reason of noise, odors, vibrations or interfere in any way with other tenants or those having business therein.

11. Tenant shall not employ any person or persons other than the Building janitor or Landlord's cleaning contractor for the purpose of cleaning the Demised Premises, unless otherwise agreed to by Landlord. Tenant shall not cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness.

12. Tenant shall store all its trash and recyclables within the Demised Premises for disposal by Landlord's cleaning contractor. No material shall be disposed of which may result in a violation of any Legal Requirement. All refuse disposal shall be made only through entry ways and elevators provided for such purposes and at such times as Landlord shall designate.

13. Tenant shall not deface any part of the Building. No boring, cutting or stringing of wires shall be permitted, except with prior consent of Landlord, which consent shall not be unreasonably withheld, and as Landlord may reasonably direct.

14. The water and wash closets, electrical closets, mechanical rooms, fire stairs and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant where a Tenant Party caused the same.

15. No bicycles, in-line roller skates, vehicles or animals of any kind (except for seeing eye dogs) shall be brought into or kept by any Tenant in or about the Demised Premises or the Building (other than vehicles in the parking garage and bicycles in the bicycle storage room).

16. Canvassing or soliciting in the Building is prohibited.

17. Except as set forth in the Lease, Tenant's requirements for above standard services will be addressed only upon written notice delivered to Landlord's office at the Building. Employees of Landlord or Landlord's Agent shall not perform any work or do anything outside of the regular duties, unless under special instructions from the office of Landlord or in response to any emergency condition.

18. Landlord is not responsible for the delivery and pick up of all mail from the United States Post Office.

19. Landlord reserves the right to exclude from the Building during other than ordinary Business Hours all persons who do not present a valid Building pass. Tenant shall be responsible for all persons for whom a pass shall be issued at the request of Tenant and shall be liable to Landlord for all acts of such persons.

20. Tenant shall not use the Demised Premises for any purpose that may be dangerous to persons or property, nor shall Tenant permit in, on or about the Demised Premises or Building items that may be dangerous to persons or property, including, without limitation, firearms or other weapons (whether or not licensed or used by security guards) or any explosive or combustible articles or materials.

21. No smoking shall be permitted in, on or about the Demised Premises, the Building or the Real Property.

22. Landlord shall not be responsible to Tenant or to any other person or entity for the non-observance or violation of these Building Rules by any other tenant or other Person.

23. The review/alteration of Tenant drawings and/or specifications by Landlord and any of its representatives is not intended to verify Tenant's engineering or design requirements and/or solutions. The review/alteration is performed to determine compatibility with the Building Systems and lease conditions. Tenant renovations must adhere to the Building's applicable Standard Operating Procedures and be compatible with all Building Systems.

## ATTACHMENT G

### SOLICITATION# 11BS095500R0X00

#### **PART I: NEW YORK CITY BEVERAGE VENDING MACHINE STANDARDS** **AND** **PART II: NEW YORK CITY FOOD VENDING MACHINE GUIDELINES**

#### **NOTE WELL:**

For purposes of this RFP, the attached New York City Beverage Vending Machine Standards are amended in section 1) **Specifications regarding the product mix** to allow NO High Calorie beverages. All products stocked in the vending machine must be  $\leq 25$  calories per 8 ounce.

#### **PART I** **New York City Beverage Vending Machine Standards**

The New York City Beverage Vending Machine Standards were enacted May of 2009, pursuant to Executive Order 122. There are separate standards for vending locations regularly used by adults (Adult Standards) and for vending locations regularly used by Children (Children's Standards).

##### Standards for Vending Locations Regularly Used by Adults

The following five criteria must be met:

##### 1) **Specifications regarding the product mix:**

- A) No more than two columns (or "buttons") may be High Calorie beverages (defined as any beverage  $> 25$  calories per 8 oz). The maximum of two columns applies irrespective of the total number of columns in the machine.
- B) Unless otherwise approved by the City in writing, water is required to be stocked for a minimum of 2 columns (or "buttons").<sup>1</sup>
- C) The remaining products must be  $\leq 25$  calories per 8 oz.

##### 2) **Specifications regarding product display placement:**

- A) Water must be placed in the position with the highest selling potential.
- B) High Calorie beverages must be placed in the position with the lowest selling potential.
- C) For machines where the buttons are arrayed vertically, highest selling potential means those closest to eye level, usually the top buttons, and lowest selling potential means those furthest from eye level, usually the bottom buttons. Or as determined by industry best practices.<sup>3</sup>

##### 3) **Specifications regarding size:**

- A) All beverage selections with the exception of water and seltzer are limited to 12 oz.<sup>4</sup>
- B) All water and seltzer selections must be at least 12 oz.
- C) Portion sizes smaller than 12 oz are encouraged for High Calorie beverages.

##### 4) **Calorie labeling:**

A) Every machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent or in close proximity so as to be clearly associated with the item, using a font and format that is at least as

prominent, in size and appearance, as that used to post either the name or price of the beverage where it can be seen before the consumer presses the button to choose the beverage. Existing nutrition

labeling on the beverages does not meet this requirement. The City will have sole discretion regarding the display of calorie information. (adapted from HC §81.50)

#### 5) **Promotional space:**

A) Promotional space on the vending machines (i.e. sides, front graphic panel, etc.) including but not limited to the language and graphics, if used, is subject to the approval of the City in its sole discretion and must be used only to promote healthy beverage choices ( $\leq 25$  calories per 8 oz) and/or healthy activities.

#### **Price:** (*Recommended*)

A) Pricing models that encourage healthy choices (e.g. by establishing lower prices for healthy beverage choices ( $\leq 25$  calories per 8 oz) relative to High Calorie beverages ( $> 25$  calories per 8 oz)) are encouraged.

For more information, please contact: [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov)

### **Standards for Hot Beverage (e.g. Coffee) Vending Machines**

The following criteria must be met:

- ⌚ All beverages must be  $\leq 25$  calories per 8 oz.
- ⌚ If stocking condiments:
  - Milk/creamer product must be 1% or non-fat
  - Sugar and sugar-substitutes are acceptable
- ⌚ All beverages and condiments must contain  $< 0.5$  grams of trans fat per serving.

Phase in time of 2 years, to be in compliance by January 2012.

### **Standards for Vending Locations Regularly Used by Children age 18 and under**

The following three criteria must be met:

#### 1) **Specifications regarding the product mix:**

A) Beverage vending machines can only include:

- Water
- Unsweetened milk, 1% or nonfat only
- Beverages with  $\leq 25$  calories per 8 oz
- Carbonation and caffeine are allowed

B) Prohibited:

- Artificial sweeteners
- Other “natural” non-nutritive or very low-calorie sweeteners (e.g. stevia, erythritol)
- Artificial flavors and colors

C) If the location is regularly used by **programs serving children age 12 or younger** (e.g. afterschool locations, summer camp), in addition to the standards above, products:

- Should not be caffeinated
- Should be  $\leq 10$  calories per 8 oz

#### 2) **Calorie labeling:**

A) Every machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent or in close proximity so as to be clearly associated with the item, using a font and format that is at least as prominent, in size and appearance, as that used to post either the name or price of the beverage where it can be seen before the consumer presses the button to choose the beverage. Existing nutrition labeling on the beverages does not meet this requirement. The City will have sole discretion regarding the display of calorie information. (adapted from HC §81.50)

### 3) Promotional space:

- A) Promotional space on the vending machines (i.e. sides, front graphic panel, etc.) including but not limited to the language and graphics, if used, is subject to the approval of the City in its sole discretion and must be used only to promote healthy beverage choices ( $\leq 25$  calories per 8 oz) and/or healthy activities.

Note that New York City beverage vending standards may be revised or updated in the future. Vendors will have time to come into compliance with any changes.

<sup>1</sup> Unless otherwise approved by the City, in its sole discretion in writing, water for the purposes of these Standards shall mean bottled water that is intended for human consumption, that contains 0 calories per 8 oz, and contains no added flavor, color, or sweeteners of any kind. Any product containing water modified with added flavors, colors or sweeteners or with calories in excess of 0 calories per 8 oz shall not be considered water for the purposes of these Standards.

<sup>2</sup> If drinking water is free and readily available in the same vicinity (must be on the same floor) as a beverage vending machine, agencies can substitute seltzer for the mandatory 2 columns (or “buttons”) of bottled water. Seltzer is defined as water naturally or artificially impregnated with mineral salts or gasses, having 0 calories per 8 oz and no artificial sweeteners.

<sup>3</sup> However, because machines have different display arrangements, the City will have sole discretion to approve all product display and placement.

<sup>4</sup> For the purposes of these Standards, seltzer is defined as water naturally or artificially impregnated with mineral salts or gasses, having 0 calories per 8 oz and no artificial sweeteners. 2

### Guidance for the Application of the Adult and Children’s Standards

Beverage vending machines within City Facilities\* may serve an array of customers including: the general public; employees of the City of New York; participants in City programs for youth (school students, participants in afterschool programs); participants in City programs for adults; and others. The Children’s Standards will be applied based on the type of programming that takes place in the facility in which a machine is located.

#### Adult Standards

City Facilities that cater to adults and do not have programming for children should follow the Adult Standards. Examples include office space occupied by City agencies, police precincts, senior centers and shelter facilities for adults.

City Facilities that are open to the general public but have no specific programming of any kind, such as gas stations, are subject to the Adult Standards.

Any portion of a youth facility which is intended for use exclusively by adults, and where youth are not generally permitted to enter, are subject to the Adult Standards. For example, teachers’ lounges within schools or the administrative offices of a community center are subject to the Adult Standards

#### Children’s Standards

Any City Facility where there is programming specifically for children, such as schools, community centers, park facilities, other spaces that regularly host Out-of-School Time (OST) programs, and athletic facilities that are used by school teams, are subject to the Children’s Standards. For example, a community center that has programs for youth on weekday afternoons and adults in the evenings is subject to the Children’s Standards.

**Children age 18 and under Beverage Standards (High School)** should be used by facilities that have programming only for high school aged children.

**Children age 12 or under Beverage Standards** should be used by facilities that have regular programming for children 12 and under. Facilities that serve children of all ages should use this standard.

So, if a facility serves children age 6-18, it is subject to these standards.

\*A City Facility is a property, building, or a discrete portion of a property or building, that is owned, rented, or otherwise controlled by the City or occupied by a City funded program.

[NO FURTHER TEXT ON THIS PAGE: PART II of this ATTACHMENT G Follows]

## PART II

### New York City Food Vending Machine Guidelines

#### Type of machine standards:

##### *Non-refrigerated food machines (commonly called “snack” machines):*

- All food items in machine must meet Snack Standards (below)
- Limited to 25% grain/potato-based snacks (includes similar products such as plantain and taro chips)

##### *Refrigerated food machines:*

- Food items in machine must meet Snack or Meal Standards (below)
- Must stock low-fat dairy items. Low-fat defined as 3 grams or less per serving.
- Must stock fresh fruit and vegetable items.

##### *Frozen food machines (includes ice cream machines):*

- Food items in machine must meet Snack or Meal Standards (below)

##### *Hot food machines:*

- All food items in machine must meet Meal Standards (below)

#### Type of food standards:

##### *Snack Standards*

These snack standards apply to all items sold in Non-refrigerated, Refrigerated and Frozen food machines. Hot food machines can only stock meals, not snacks. These standards apply to products such as crackers, chips, pretzels, granola bars, energy bars, nuts, fruit, fruit cups, yogurt, cottage cheese, gum, mints and other related products.

##### *Snack items must meet all criteria as packaged:*

- $\leq 200$  calories
- $\leq 35\%$  of total calories from fat
  - Nuts, nut butters and cheese are exempt
  - Combination products of dried fruit and nuts are exempt
- $< 10\%$  of total calories from saturated fat
  - Nuts, nut butters and cheese are exempt
- $< 0.5$  grams of trans fat (*per serving*)
- $\leq 200$  mg of sodium
  - Cottage cheese:  $\leq 400$  mg per serving
- $\leq 35\%$  of calories from total sugars
  - Fruit and fruit products with no added sugar are exempt from sugar standard
  - Yogurt:  $\leq 30$  grams total sugar per 8 ounces

- $\geq 2$  grams fiber, if product is grain-based (e.g. granola bar, crackers, pretzels, cookies, chips etc.)

### ***Meal Standards***

Meal standards only apply to Refrigerated, Frozen and Hot food vending machines. Non-refrigerated food machines cannot stock meal items. These standards apply to products such as salads, sandwiches, wraps, burritos, soups, breakfast sandwiches, and combination packaged items such as tuna lunch kits, and other related products. They do not apply to muffins or breakfast breads or pastries – these items must meet the snack standards.

*Meal items must meet all criteria as packaged:*

- $\leq 700$  calories
- $\leq 35\%$  of total calories from fat
- $< 10\%$  of total calories from saturated fat
- $< 0.5$  grams of trans fat (*per serving*)
- $\leq 800$  mg sodium
  - Soup:  $\leq 480$  mg sodium per 8 ounces
- $\leq 35\%$  of calories from total sugars

There are separate standards for beverage vending machines.<sup>1</sup> Food vending machines can only stock beverages that are:

- 1% and non-fat unsweetened milk or
- $\leq 25$  calories per 8 ounces

### ***Calorie labeling***

In the case of an article of food sold from a vending machine that does not permit a prospective purchaser to examine the Nutrition Facts Panel before purchasing the article or does not otherwise provide visible nutrition information at the point of purchase, the vending machine operator shall provide a sign in close proximity to each article of food or the selection button that includes a clear and conspicuous statement disclosing the number of calories contained in the article. The City will have sole discretion regarding the display of calorie information. (adapted from HC §81.50 and Health Care Reform Bill HR 4872: SEC. 4205)

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<sup>1</sup> Please refer to the New York City Beverage Vending Machine Standards.

**ATTACHMENT H**  
**SOLICITATION# 11BS095500R0X00**  
**CITY LEASE EXCERPTS RELEVANT**  
**TO**  
**CONCESSIONAIRE'S ALTERATIONS TO THE CAFÉ PREMISES**  
**AND**  
**CLEANING SPECIFICATIONS**

**NOTE WELL:** Although this Attachment H is intended to include relevant Lease provisions, no representation is made that all such provisions have been included. This Exhibit is included for the proposer's convenience only, and may not be relied upon. Proposers may review the Lease in its entirety by making an appointment with the Project Manager listed on page 2 of this RFP.

[The content of Attachment H is separately attached and such content includes  
ARTICLE 11 to the City Lease: (Alterations by Tenant)  
and  
Exhibit D to the City Lease (Cleaning Specifications)]

## ARTICLE 11

### ALTERATIONS BY TENANT

**11.01 Tenant Alterations.** (a) Following Landlord's performance of the Article 6 Work, Tenant may from time to time during the Term (including any Renewal Terms), make such nonstructural interior alterations, improvements and installations ("**Alterations**") as it deems necessary for its occupancy of the Demised Premises with the prior written consent of Landlord (except with respect to Minor Alterations, defined below), such consent not to be unreasonably withheld or conditioned.

(b) It shall not be deemed unreasonable for Landlord to withhold its consent to a proposed Alteration that would (i) adversely affect any other tenant, other than to a de minimis extent, (ii) adversely affect any mechanical, electrical, sanitary or other service system of the Building, any structural component of the Building or the exterior of the Building, other than to a de minimis extent, (iii) adversely affect the security in the Building, (iv) involve the installation of risers or conduits outside of the Demised Premises or otherwise require work outside the Demised Premises (other than minor hook-ups in non-tenanted space) or in, on or to common mechanical or service areas or the exterior of the Building, (v) require Landlord or any other tenant of the Building to perform work in or to the Building or Demised Premises (unless Tenant agrees to pay all costs incurred by Landlord or such other tenant to perform such work), (vi) require Landlord to adversely change its method of operation in the Building, other than to a de minimis extent, (vii) in the performance thereof, interferes with any Building system or service or deprive Landlord or any other tenant of the use of any common or service area of the Building (for other than a short period) or any part of the Building leased to any other tenant, (viii) fail to comply with any Legal Requirement or Insurance Requirement or (ix) conflict with the certificate of occupancy for the Building or require any amendment thereto.

**11.02 Alterations Procedures.** (a) At the time Tenant requests Landlord's consent, Tenant shall submit complete and coordinated plans and specifications for Landlord's approval including without limitation all plans and specifications that are required to be submitted to the Buildings Department. Tenant's plans and specifications shall be prepared at Tenant's expense by an architect licensed to practice in the State of New York ("**Tenant's Architect**"). If Landlord shall fail to notify Tenant of any objections within fifteen (15) Business Days after Landlord's receipt of such plans and specifications, then Tenant may give Landlord a reminder notice stating that Landlord's failure to respond to such reminder notice within three (3) Business Days shall constitute Landlord's approval of the plans and specifications in question, and if Landlord fails to notify Tenant of any objections within three (3) Business Days after receipt of such reminder notice, such plans and specifications shall be deemed approved. If Tenant wishes to proceed with such Alterations after the receipt of Landlord's

objections, Tenant shall submit to Landlord new or revised plans and/or specifications or working drawings addressing Landlord's objections (and Landlord's review shall be limited to determining whether Tenant has adequately addressed such reasonable objections), and the foregoing process shall be repeated until Landlord approves Tenant's plans and specifications or the same are deemed approved. Landlord may, as a condition of its consent, require Tenant (i) to perform all such work at such times and in such manner as to reasonably minimize interference with the use of the Building by the other tenants and occupants thereof, (ii) to make reasonable revisions in and to its plans and specifications or working drawings, (iii) to remove, at or prior to the Expiration Date or any earlier termination of this Lease, any item of work shown on such plans or working drawings of an unusual nature (as determined by Landlord in Landlord's reasonable discretion of which Landlord shall notify Tenant at the time Landlord approves the plans and specifications or working drawings (such items or work being hereinafter referred to as "**Special Alterations**") and (iv) to repair any damage caused by the removal of such Special Alteration. If Landlord submits Tenant's plans and specifications for review to any architect, engineer or code consultant ("**Landlord's Engineer**"), then except with respect to Minor Alterations, Tenant shall reimburse Landlord, as Additional Rent, for the reasonable actual out-of-pocket fees and expenses of Landlord's Engineer, not to exceed the greater of (A) \$5,000.00 and (B) one (1%) percent of the total cost of the Alterations in question, within thirty (30) days after receipt of Landlord's invoice and reasonably detailed back-up documentation for said cost. The final plans and specifications approved by Landlord shall be "**Tenant's Working Drawings**". Notwithstanding Landlord's approval of Tenant's Working Drawings, Landlord shall have no responsibility for their adequacy, suitability or legality.

(b) As used herein, the term "**Minor Alterations**" shall mean any Alterations which (i) shall be reasonably estimated to cost less than \$200,000.00 in the aggregate (as adjusted by CPI) for such Alteration and any related Alterations (provided that no Alteration shall be deemed a Minor Alteration if during any twelve (12) consecutive month period the aggregate cost of Alterations described in this clause (i) exceeds \$800,000.00 (as adjusted by CPI) for the balance of such twelve (12) consecutive month period) and (ii) do not violate any of the criteria set forth in Section 11.01(b). Minor Alterations shall in no event include any Alterations to the Building structure or to the electrical, plumbing, heating, ventilation and air conditioning or other systems of the Building. Tenant shall notify Landlord at least ten (10) Business Days prior to the commencement of Minor Alterations (other than Minor Alterations constituting painting, wall covering, floor covering and/or other work that is merely decorative in nature) and shall provide Landlord with the most detailed plans and specifications for such Minor Alterations available at the time.

(c) As used herein, the term "**Below Threshold Alterations**" shall mean any Alteration and any related Alterations which (i) during any twelve (12) consecutive month period during the Term shall be reasonably estimated to cost less than

\$500,000.00 (as adjusted by CPI) in the aggregate and (ii) do not violate any of the criteria set forth in Section 11.01(b). Below Threshold Alterations shall in no event include any Alterations to the Building structure or to the electrical, plumbing, heating, ventilation and air conditioning or other systems of the Building.

**11.03 Performance of Alterations.** (a) Tenant, at its expense, shall cause each Alteration to be performed (i) in compliance with Legal Requirements and Landlord's Building Rules, (ii) with contractors and subcontractors previously approved by Landlord, provided that such approval shall not be unreasonably withheld, delayed or conditioned, (iii) with diligence and continuity to completion, and (iv) except for Minor Alterations, in accordance with Tenant's Working Drawings. All actual reasonable out of pocket costs incurred by Landlord in connection with Alterations (excluding any costs incurred in connection with Minor Alterations) shall be paid by Tenant to Landlord as Additional Rent within thirty (30) days after Landlord's written demand therefor. Within sixty (60) days after the completion of an Alteration, Tenant's Architect shall deliver to Landlord all final governmental "sign-offs", and a set of "as built" plans for the Demised Premises. Notwithstanding the foregoing, Tenant shall be permitted to use its own employees to perform Minor Alterations upon prior notice to Landlord (but without Landlord's prior consent) provided (i) such employees shall be qualified to perform such work and (ii) where licensed trades are required to perform such work, such employees shall have the requisite license(s).

(b) Notwithstanding the provisions of Section 11.03(a), Tenant shall be required to use Landlord's designated contractor for work involving the Building's Class E fire alarm system.

(c) Notwithstanding the provisions of Section 11.03(a), if the performance of any Alteration to be performed by Tenant shall create any work stoppage, picketing or labor disruption or dispute, or shall cause damage to the Demised Premises or the Building or shall otherwise interfere with the use or occupancy of any part of the Building, Tenant, upon Landlord's request, promptly shall remedy or remove the condition or conditions complained of.

**11.04 Insurance.** Except for Alterations to be performed by employees of the City, Tenant shall cause each contractor performing such Alteration to carry worker's compensation insurance in statutory amounts, Builders Risk coverage and commercial general liability insurance (including property damage coverage), having limits of liability (which may be by way of umbrella policies) of not less than \$4,000,000 (\$1,000,000 in the case of Below Threshold Alterations) for injuries arising out of any one incident, and \$1,000,000 for any property damage, or a combined single limit of \$4,000,000 (\$1,000,000 in the case of Below Threshold Alterations) for personal injuries and damage to property, and naming Landlord and the Building manager, as additional insured thereunder. Tenant shall furnish Landlord with evidence that such insurance is in effect on or before the commencement of the Alteration in question.

**11.05 Liens.** Should any mechanics' or other liens be filed against any portion of the Building by reason of the acts or omissions of, or because of a claim against, Tenant or anyone claiming under or through Tenant (other than with respect to the Article 6 Work, unless Tenant has failed timely to pay Tenant's Contribution), Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within forty-five (45) days after notice from Landlord. If Tenant shall fail to cancel or discharge said lien or liens within said forty-five (45) day period, Landlord may, upon ten (10) days notice to Tenant, cancel or discharge the same and, Tenant shall reimburse Landlord for all reasonable costs incurred in canceling or discharging such liens, such reimbursement to be made within thirty (30) days after receipt by Tenant of a written statement from Landlord as to the amount of such costs. Tenant shall indemnify and hold Landlord harmless from and against all costs (including, without limitation, attorneys' fees and disbursements and costs of suit), losses, liabilities or causes of action arising out of or relating to any Alterations (other than an Alteration of the nature described in Section 11.06), including, without limitation, any mechanics' or other liens asserted in connection with such Alteration.

**11.06 Landlord's Right to Perform Alterations.** (a) Notwithstanding anything to the contrary in Sections 11.01 through 11.03, in the event an Alteration would affect any mechanical, electrical, sanitary or other service system of the Building, any structural component of the Building or the exterior of the Building, other than to a de minimis extent, Landlord may elect to perform such Alteration at Tenant's expense by giving Tenant notice of such election simultaneously with (or at any time prior to) Landlord's approval of Tenant's Working Drawings.

(b) If Landlord makes the election contemplated by the immediately preceding paragraph, then Section 11.03(a) shall not be applicable to such Alteration, and promptly after Landlord's approval of Tenant's Working Drawings, Landlord shall solicit and obtain sealed bids for a "fixed price contract" for performance of such Alteration from at least three (3) responsible general contractors ("**Approved Contractors**") from a list prepared by Landlord and approved by Tenant, unless Landlord and Tenant agree that fewer than three (3) qualified bidders are available. Bids shall include general conditions, insurance, and general contractor's overhead and profit. Bids shall be submitted to Tenant upon customary DRES cost estimate forms and summary sheet, in the form attached hereto as **Exhibit E-4**. Landlord shall open the Approved Contractors' sealed bids in the presence of representatives from DRES, and shall select the lowest responsive bid. Landlord shall notify Tenant of the selected bid promptly after such selection and shall provide Tenant with copies of all bids submitted by the Approved Contractors. Tenant shall either approve or disapprove the bid selected by Landlord within twenty (20) Business Days after receipt of Landlord's notice and receipt of copies of all bids submitted by the Approved Alterations Contractors. If Tenant fails to notify Landlord of its approval or disapproval within such twenty (20) Business Day period, then Landlord may give Tenant a reminder notice, and if such approval or disapproval is

not given within three (3) Business Days following delivery of such reminder notice, the bid selected by Landlord shall be deemed disapproved. If the bid selected by Landlord is disapproved or deemed disapproved, then Tenant shall reimburse Landlord for Landlord's reasonable costs of obtaining the bids within thirty (30) days after receipt of Landlord's reasonably detailed invoices therefor.

(c) If the bid selected by Landlord is approved by Tenant, then as soon as reasonably practicable after selection of a general contractor, Landlord shall commence performance of such Alteration and shall prosecute the same diligently and with continuity to completion. Tenant shall reimburse Landlord for all costs of such Alteration (including without limitation Landlord's administrative fee of five (5%) percent of the total costs of such Alteration) from time to time (but not more frequently than monthly), within thirty (30) days after receipt of Landlord's reasonably detailed invoices therefor, accompanied by customary back-up documentation.

**11.07 Tenant's Property.** (a) "**Fixtures**" means all fixtures, equipment, improvements and appurtenances attached to or built into the Demised Premises, which were installed at the expense of Tenant (including, without limitation, all of the Tenant Work, whether paid for by way of Landlord's Contribution, Tenant's Contribution or otherwise). All Fixtures shall be the property of Tenant during the Term, except that Fixtures attributable to Landlord's Contribution shall be and remain Landlord's property (subject to the provisions of the Ground Lease). Upon the expiration or earlier termination of this Lease all Fixtures may be removed by Tenant, in Tenant's sole and absolute discretion, provided that if any Fixtures are removed, Tenant shall repair any damage to the Demised Premises (other than any Tenant Work) or to the Building resulting from the removal thereof. Any Fixtures remaining at the Demised Premises at the expiration or earlier termination of this Lease shall be deemed abandoned, and shall become the property of Landlord without payment by either party therefor.

(b) All movable partitions, business and trade fixtures, machinery and equipment, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Demised Premises (collectively, "**Tenant's Property**") shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any Tenant's Property is removed, Tenant shall repair any damage to the Demised Premises or to the Building resulting from the installation and/or removal thereof.

\* \* \*

## EXHIBIT D

### CLEANING SPECIFICATIONS

**GENERAL:** The contractor shall furnish all labor, supplies materials, equipment, supervision, and perform satisfactorily the services at the frequencies and during the times as specified herein. The services shall include all functions normally considered a part of competent, satisfactory janitorial work.

#### **1. TOILET ROOMS – (INCLUDES PRIVATE TOILET ROOMS):**

##### **A. Daily – twice daily for any bathrooms which are used by the public:**

- (1) Floors shall be swept and wet mopped or scrubbed with disinfectant detergent.
- (2) Water closet, seats and urinals shall be washed inside and out with a disinfectant detergent. Seat shall be left in a raised position. No rust, encrustation, or water rinse shall exist.
- (3) Traps shall be maintained free from odor at all times.
- (4) All washbasins shall be thoroughly cleaned.
- (5) All mirrors, shelving, dispensers, chromium fixtures, and piping shall be damp-wiped and polished dry.
- (6) Radiators, windowsills, ledges, grilles and stall partitions shall be dusted monthly.
- (7) Wall surfaces, partitions, doors, window frames, sills and waste receptacles shall be spot cleaned.
- (8) Paper towels waste receptacles shall be emptied prior to the building occupants' official starting time. In addition, during the contractor's day shift, the paper towel waste receptacles shall again be emptied, toilet rooms shall be polished, and washbasins shall be clean.
- (9) Paper towels, hand soap, toilet paper, seat cover dispensers (where provided) shall be serviced prior to building occupants official starting time. These dispensers shall also be serviced daily during the building occupants working hours on a schedule approved by the Buildings Manager, based on the traffic demands. Soap dispensers will be maintained in a clean condition, free of excess soap, gum, etc., malfunctions of any type shall be reported to the Buildings Manager.

B. **Monthly**: Wall surfaces, toilet partitions, etc., shall be washed.

2. **OFFICE ROOM SPACE CLEANING**:

A. **Daily**: Office areas, file rooms, libraries, conference rooms, etc., and the corridor space adjacent to these areas shall receive the following daily cleaning:

- (1) **Wastebaskets**: Wastebaskets shall be emptied. Wastepaper and trash shall be removed to main disposal area. Plastic liners shall be used.
- (2) **Floor Sweeping**: The full floor area is to be cleaned with a treated sweep mop, to remove all dirt, dust and litter. Exposed floor areas in partially carpeted office are to be swept in accordance with the above requirements. Spot mop as required.

**NOTE**: The work requirements for floor sweeping and rug vacuuming are to be performed on a schedule basis approved by the contracting officer's representative. Obvious surface dirt referred to is any visible foreign matter found on the floor, rug or carpet surface and includes, but is not limited to paper clips, staples, metal fasteners, pencil shavings, erasures, paper pieces, fragments, clippings and paper punches, ashes, mud, sand, rubber bands, cigarette butts and so on.

- (3) **Washbasins and Mirrors**: Washbasins shall be cleaned and mirrors damp wiped and dried, as necessary, to keep them in a clean and acceptable condition. Paper towels shall be supplied where towel boxes are provided.
- (4) **Drinking Fountains**: Clean of extraneous material and damp wiped clean. Adjacent floors and walls as one, to be wiped clean at this time.
- (5) **Dusting**: All top surfaces of furniture, windowsills, tops of cabinets, etc., up to shoulder height, shall be dusted in an approved manner.

B. **Weekly**:

- (1) Full rug or carpeted area is to be vacuumed weekly to remove all dirt, dust, and litter. On four remaining days of each week, rugs and carpets are to be spot vacuumed to remove obvious surface dirt from traffic areas and from under furniture.
- (2) All resilient flooring shall be spray buffed.

C. **Quarterly**:

- (1) Spot clean all wall surfaces.
- (2) Dust top of partitions, hand dust all office furniture, etc.
- (3) Wash both sides of interior glass partitions and office doors.
- (4) Dust Venetian blinds.
- (5) Vacuum fabric chairs and cushion.
- (6) Damp wipe all waste receptacles and wastebaskets.
- (7) Dust all baseboards, moldings, ledges and trim.

D. **Semi-Annually:**

- (1) Dust all fluorescent light fixtures.
- (2) Dust all vertical surfaces, walls not reached in daily cleaning.
- (3) Dust pictures, frames, charts and all other wall hangings.

E. **Annually:**

- (1) Clean and wash all vinyl, leather and plastic furniture.
- (2) Shampoo all carpets.
- (3) Relamp light fixtures as necessary.
- (4) Wash Venetian blinds.

3. **ENTRANCES, LOBBIES, CORRIDORS, ELEVATORS AND STAIRCASE:**

A. **Daily:**

- (1) All floors shall be swept or if carpeted vacuumed.
- (2) All surfaces within approximately 70 inches from the floor shall be dusted, metal and wood surfaces dusted, damp wipe metal surfaces and wall, spot clean.
- (3) Damp wipe all waste receptacles and empty all wastebaskets, clean and damp wipe all ashtrays, cigarette urns, etc.
- (4) All glass surfaces shall be cleaned.

(5) All hard floors shall be swept, wet-mopped and/or scrubbed.

(6) All resilient floors shall be swept with treated sweep mop.

**NOTE:** Where there is carpeting runners, vinyl runners, etc., they shall be picked up and areas underneath cleaned. Rugs and runners shall be properly cleaned and replaced daily.

B. **Twice Weekly:** All resilient floors shall be buffed where applicable.

C. **Quarterly:**

(1) Strip, scrub, wash and apply floor finish to resilient flooring.

(2) Dust all vertical surfaces, walls, etc., not reached in daily cleaning.

(3) Dust all fluorescent light fixtures.

D. **Elevators:**

(1) All surfaces in interior of car shall be cleaned daily including hallway doors and crevices. All bright metal surfaces shall be properly cared for daily.

(2) Resilient floors shall be cleaned, damp mopped daily and spray buffed if applicable.

E. **Stairways:**

(1) Weekly, stairways shall be swept or vacuumed. Hard railways, doors, radiators grills, fire operated shall be dusted.

(2) Weekly, all landings steps and rises shall be mopped, glass surfaces cleaned and bright metal cleaned. Walls shall be spot cleaned and dusted (low).

(3) Semi-annually, all landings, steps and risers shall be scrubbed, walls shall be spot cleaned and dusted (high).

4. **MISCELLANEOUS CLEANING (OUTSIDE ENTRANCE, SIDEWALKS GROUND):**

A. **Daily:**

(1) Sweep all landings, steps, sidewalks, entrances, loading platforms, delivery areas, etc., and maintain clean refuse area.

(2) Hose down exterior areas, sidewalks, etc.

**NOTE:** Weather and water use restrictions shall be observed.

B. **Weekly:** Clean entrance door metal work, pick plates, push plated and bars, etc. Remove all foreign matter, (grease, oil and mold), etc.

5. **DAYTIME SERVICES:**

A. **Daily:**

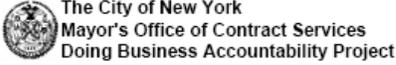
- (1) Bathrooms stocked daily (minimum).
- (2) Lobby to be policed three (3) times daily.
- (3) Exterior to be swept once daily.
- (4) Graffiti to be removed (when required).
- (5) Snow removal (when required).
- (6) Servicing complaints, (when required).
- (7) Clean up work due to floods, etc., and similar occurrences (when required).

6. **MISCELLANEOUS DUTIES:** In addition to the work specified above, the following additional duties shall be performed by Landlord or Landlord's contractor in conjunction with the cleaning operation:

- (1) Reporting fires, hazardous conditions and items in need of repair, leaky faucets, toilet stoppages, etc.
- (2) Closing windows and turning off lights when not in use.
- (3) Seeing that rooms in security areas are locked after cleaning and the keys are returned to the designated office.
- (4) Turning in at the designated office all lost and found articles.
- (5) Landlord shall be responsible for removal of all normal paper product rubbish of Tenant. All rubbish removal of major items and other than normal rubbish, shall be the responsibility of Tenant.
- (6) Extermination of vermin/insects as required.

- (7) Wash all windows, both inside and out, a minimum of four times a year. Window washer must inform City employees (custodians or program director) of his/her presence before starting to work.
7. **AEROSOL**: Aerosol spray products shall not be used in cleaning the Demised Premises or common areas of the Building, except for gum remover and stainless steel cleaner.

**ATTACHMENT I**



**Doing Business  
Data Form**

<b>To be completed by the City Agency prior to distribution</b>			
Agency: _____		Transaction ID: _____	
<b>Check One:</b>	<b>Transaction Type (check one):</b>		
<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](mailto: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: \_\_\_\_\_

<p><b>Entity Filing Status (select one):</b></p> <p><input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i></p> <p><input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i></p> <p><input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i></p>
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Entity is a Non-Profit:       Yes       No

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail: \_\_\_\_\_

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

**Section 2: Principal Officers**

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

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

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

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

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

Home Address: \_\_\_\_\_

This person replaced former CEO: \_\_\_\_\_ on date: \_\_\_\_\_

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

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

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

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

Home Address: \_\_\_\_\_

This person replaced former CFO: \_\_\_\_\_ on date: \_\_\_\_\_

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

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

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

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

Home Address: \_\_\_\_\_

This person replaced former COO: \_\_\_\_\_ on date: \_\_\_\_\_

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

**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: \_\_\_\_\_

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

**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.

