COUNTY OF WESTCHESTER

Department of Parks, Recreation and Conservation

Request For Proposals

Multi-Use Sports Complex
Grasslands Reservation
Town of Mount Pleasant
Hamlet of Valhalla, NY 10595
Playland Ice Casino
Rye, New York

Proposals are being considered for individuals and firms to construct, operate and maintain an indoor/outdoor, multi-use sports complex.

To receive an RFP package, please send your request immediately to:

Mr. John M. Condon
Director – Concessions
County of Westchester Department of Parks, Recreation and Conservation
25 Moore Avenue
Mount Kisco, NY 10549
Telephone (914) 864-7020

Mandatory Site Visit: October 22, 2004
Proposal Deadline: December 6, 2004

Westchester County is an Equal Opportunity Employer. Women and Minorities are encouraged to apply.

The RFP is also available on the World Wide Web at www.westchestergov.com.
REQUEST FOR PROPOSALS
MULTI-USE SPORTS COMPLEX

Office of the Westchester County Executive Andrew J. Spano
148 Martine Avenue
Ninth Floor
White Plains, NY 10601

MULTI-USE RECREATION COMPLEX AT GRASSLANDS RESERVATION

TOWN OF MOUNT PLEASANT, HAMLET OF VALHALLA, NEW YORK 10595
REQUEST FOR PROPOSAL

The Office of the Westchester County Executive is seeking proposals from qualified individuals for an indoor/outdoor, multi-use, privately operated recreation facility, on 60 acres centrally located on the Grasslands Reservation in the Valhalla section of the Town of Mount Pleasant, New York. It should be noted, however, that due to the terrain, only approximately 30 plus acres are suitable for building.

The intent of this Request for Proposals (RFP) is to seek out and select a lessee with a genuine interest in constructing, operating and maintaining an indoor/outdoor, multi-use sports complex for the benefit of Westchester residents. The multi-use facility may include, but not be limited to the following activities: soccer, baseball/softball, basketball, football, lacrosse, volleyball, in-line skating, roller hockey or a sports training facility sports camp and sports-related rehabilitation facility. The construction and operation of a snack bar and game room in support of these activities as well as a first aid station, maintenance shed and the creation of decorative areas outdoors is also recommended. The County will not entertain proposals, which include an ice-related facility, a golf driving range or a health club. The County is also not interested in a stadium complex but a participatory athletic sports complex. It is anticipated that the term of the agreement will be for a thirty-year lease. It should be noted that the County’s ability to confer a thirty-year lease is contingent upon the County first obtaining the consent of the County Board of Legislators.

The Lessee will be required to furnish a Security Deposit as specified in Section 4.8 of this RFP.

There will be a pre-proposal meeting at the Grasslands Reservation as noted in Section 2.7 of this RFP.

Questions regarding the RFP should be directed to either Salvatore J. Carrera, Director of Real Estate and Economic Development for matters regarding real estate or Joseph A. Stout for matters regarding the multi-use sports complex.

The County reserves the right to accept, reject, or negotiate modifications to any proposal, as it shall determine, in its sole discretion, to be in its best interest. However, each proposer must provide all information as requested in order for the proposal to be considered and may be disqualified for failure to submit any required attachment/exhibit/schedule, or for submitting incomplete or non-responsive information, exhibits, attachments or schedules. In particular, the following attachments must be completed in full and submitted with any proposal: Attachments 1, 2, (either 3 or 4 or 5, whichever is applicable), 6, 7, 8, 9, 10, 11(if applicable) and 12; and Schedule “B”.

All completed proposals must be received in the Office of the Deputy County Executive at 148 Martine Avenue Ninth Floor, White Plains, New York 10601 by December 6, 2004. The Office of the Deputy County Executive will not be responsible for any internal or external delivery delays, which may cause the RFP to arrive beyond the deadline. An original hard copy with signatures and ten (10) photocopies of the proposal must be submitted.

Negotiations, if any, will occur subsequent to review and certification of proposals as fully complete and responsive.

An evaluation committee comprised of appropriate personnel from various County departments will review the proposals and may, if necessary, conduct interviews with one or more of the qualified firms as part of the final selection process.
# Table of Contents

1.0 Purpose and Intent .................................................................................................................. 1

1.1 Concession at Multi-Use Sports Complex - Responsibilities .............................................. 1

1.2 General Provisions ........................................................................................................... 1

1.3 Site Description ............................................................................................................ 2

1.4 Zoning .................................................................................................................... 3

2.0 Lease Agreement ............................................................................................................ 3

2.1 Lease Term ................................................................................................................. 3

2.2 Contents of Proposal ..................................................................................................... 3

2.3 Proposal Due Date ......................................................................................................... 5

2.4 Proposal Delivery .......................................................................................................... 5

2.5 Signature .................................................................................................................. 5

2.6 Alterations ................................................................................................................ 5

2.7 Pre-Proposal Conference/Site Visit .................................................................................. 5

2.8 Questions and Inquiries .................................................................................................. 5

2.9 Cost Liability ............................................................................................................. 6

2.10 Oral Presentation ......................................................................................................... 6

2.11 Obtaining Essential Information .................................................................................... 6

2.12 Pouring Rights ........................................................................................................... 6

2.13 Non-Collusion ........................................................................................................... 6

2.14 Conflict of Interest ........................................................................................................ 6

3.0 Minimum Qualifications of Proposers ................................................................................ 6

3.1 Use of Special Imprinted Products .................................................................................. 6
4.0 Contract and Term
4.1 Indemnification and Insurance
4.2 Taxes Utilities
4.3 Prices
4.4 Records and Audits
4.5 Hours and Days of Operation
4.6 Sales Limitations
4.7 Maintenance
4.8 Security Deposit and Construction Bond
4.9 Required Improvements
4.10 Equipment
4.11 Force Majeure
4.12 Termination
4.13 Non-Discrimination/Equal Opportunity
4.14 MBE/ WBE
4.15 Assignment
4.16 Independent Contractor
4.17 Assignment of Authority
4.18 Signs
4.19 Method of Payment
4.20 Employees of Lessee
4.21 Labor Law, Prevailing Wages
4.22 Inspection
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.23</td>
<td>Building Plans and Construction Drawings</td>
<td>12</td>
</tr>
<tr>
<td>4.24</td>
<td>Low Impact Design, Green Technology, Energy Efficiency</td>
<td>12</td>
</tr>
<tr>
<td>5.0</td>
<td>Proposal Evaluation</td>
<td>12</td>
</tr>
<tr>
<td>6.0</td>
<td>Proposal Preparation and Submission</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 1 - Technical Proposal Form</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 2 - Business Plan</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 3 - Improvements</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Section 4 - Fee Proposal</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Section 5 - Addenda</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Forms for Submission</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Schedules</td>
<td>36</td>
</tr>
</tbody>
</table>
1.0 Purpose and Intent

The intent of this Request for Proposals (RFP) is to seek out and select a lessee with a genuine interest in constructing, operating and maintaining an indoor/outdoor, multi-use sports complex for the benefit of Westchester residents. It is anticipated that the term of the agreement will be for a thirty-year lease. The County will entertain other options by the proposer depending on the investment required and anticipated revenue. It should be noted that the County’s ability to confer a thirty-year lease is contingent upon the County first obtaining the consent of the County Board of Legislators.

A total of 60 acres, of which approximately 30 plus acres are suitable for building, are available for the construction and operation of this site, including parking.

All environmental reviews, survey work, construction, all site work, foundations, and connections to utilities will be the responsibility of the lessee. The County is willing to entertain proposals for the site, which include, but are not limited to, the following activities: soccer, baseball/softball, basketball, football, lacrosse, volleyball, in-line skating, roller hockey, and sports training facility sports camp and sports-related rehabilitation.

Facilities should include a first aid station, snack bar and game room to support these operations as well as a maintenance shed and a garden or decorative areas outdoors.

The County already operates a year-round ice facility, a civic arena and two driving ranges and will not entertain a proposal which includes the aforementioned activities.

1.1 Grasslands Multi-Use Sports Complex – Summary of Responsibilities

- Construct an indoor/outdoor sports complex.
- Operate and maintain the indoor/outdoor sports complex at Grasslands in accordance with quality standards, which shall be determined at the sole discretion of the County, in conformance with generally accepted professional standards.
- Maintain and make all improvements, structural and non-structural during the term of the lease.
- Operate the concession in a professional, clean and efficient manner, and in compliance with all applicable Department of Health standards, as well as the standards of the County.
- Provide adequate, trained staff to manage the operation and serve patrons on a daily basis.
- Provide courteous and efficient service emphasizing customer satisfaction.
- Complete all required improvements to the satisfaction of the County.
- Clean all areas inside the facility, including but not limited to, bathrooms, hallways, stairways and lobby.
- Evaluation of the business and development plan.
- Maintain all parking lots and roadways within the demised premises, including snow removal.

1.2 General Provisions

The RFP constitutes only an invitation to make a proposal to the County. The proposer agrees and understands that by submitting a proposal in response to this RFP, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this RFP
constitutes merely a suggestion to negotiate with the County of Westchester and shall not entitle the proposer to enter into a lease agreement with the County;

b) that a proposal is not a bid under Section 103 of the New York State General Municipal Law;

c) that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

d) that any and all counter-proposals, negotiations or any communications received by a proposer, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and subject to the necessary approvals.

In addition to the foregoing, the proposer also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise the following rights and options with respect to this RFP.

a) To waive or modify any irregularities in proposals received after notification to affected proposers.

b) To request additional information.

c) To select and enter into an agreement with the firm whose proposal best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.

d) To reject any and all proposals.

e) To issue additional subsequent solicitations for proposals and/or amendments to this RFP.

f) To conduct investigations with respect to the qualifications of each proposer.

g) To negotiate with proposers for amendments or other modifications to their proposals.

h) To modify dates.

i) To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.

1.3 Site Description

The site to be developed consists of a parcel of land in a prime location on the northern portion of the Grasslands Reservation, approximately 60 acres in size (See area delineated by the bold dotted boundary as shown on the attached Exhibit 1, “Valhalla Campus at Grasslands, North 60 Area”). However, only a portion of this property, approximately 30 plus acres, is suitable for building. Proposers must also comply with the development Standards as listed in Schedule “D”.
1.4 ZONING
The site and lease agreement shall not in any way be contingent upon any change being made to the zoning classification of the property. The property is currently zoned R-20, Single Family Homes. The County makes no representation that the foregoing zoning classification is adequate or sufficient for the operation of an indoor/outdoor sports complex. Proposer must accept the site subject to the existing zoning classification and agrees, if necessary, at its sole cost and expense, promptly to make the necessary application(s) to the Town of Mount Pleasant to obtain any changes or variances as may be required to permit the construction of the indoor/outdoor sports complex. The County will cooperate in all reasonable respects in the making of such application(s), but it shall not be required to bear any costs associated therewith.

The lessee will indemnify and hold harmless the County, its officers, employees and agents from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and expenses, including reasonable attorneys’ fees and costs, arising out of any action or proceeding (i) instituted by the lessee to change the existing zoning classification of the site or to obtain relief therefrom or a variance thereof or (ii) instituted against the County, lessee or any municipal authority as a result of any application or petition filed, or any action taken by any of such parties, or the alleged failure by any such parties to take action, to accomplish a change in the zoning classification of the site or to provide any relief therefrom or variance thereof.

2.0 Lease Agreement
The County of Westchester shall award a lease for the construction, operation and maintenance of the indoor/outdoor sports complex at Grasslands Reservation to the successful proposer, in accordance with a lease agreement to be prepared by the County of Westchester (see also Section 4.0 Contract and Term). Please note that the County’s ability to confer a thirty-year lease is contingent upon first obtaining the consent of the County Board of Legislators.

2.1 Lease Term
It is anticipated that the Lease will be for a minimum of thirty (30) years. The County will consider a lease agreement, in excess of thirty years, depending on the costs associated with the construction of the complex.

2.2 Contents of Proposal
The New York State Freedom of Information Law (“FOIL”), as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access of government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer’s competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposal is protected from disclosure under FOIL shall clearly identify the pages of the proposal containing such information by typing in bold face on the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.” In addition, the proposer shall insert the following notice in the front of its proposal:
“NOTICE

The data on pages __________ of this proposal identified by an asterisk (*) contain technical or financial information which are trade secrets or information for which disclosures would result in substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent that the County considers proper under the law. If an agreement is entered into with this firm, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.”

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal, except portions “Protected from Disclosure,” which are accepted by the County may become part of any lease agreement resulting from this RFP.
2.3 Proposal Due Date

Date: December 6, 2004
Time: 2:00 p.m. EST
Location: 148 Martine Avenue, Ninth Floor
        White Plains, New York 10601

To be considered, proposals must arrive at the Office of the Deputy County Executive and be time-
stamped prior to the deadline specified above.

2.4 Proposal Delivery

The exterior of all proposal packages should be labeled with the proposal title and the final
proposal opening date. Proposals must be received prior to the deadline. Proposers mailing their
proposals are cautioned to allow for normal mail delivery time to ensure that the County receives
their proposal on time. Should the proposer encounter a problem while en route, the County, in his
sole discretion, will determine whether to accept the proposal.

2.5 Signature

Proposals must be signed. Unsigned proposals will be rejected.

2.6 Alterations

Proposal fee must be typed or written in ink. Any fee changes (including "white outs") must be
initialed, or the item may be disqualified and the proposal rejected.

2.7 Pre-Proposal Conference/Site Visit

Attendance at the pre-proposal conference is mandatory. This information session presents an
opportunity for the proposer to clarify any concerns regarding proposal requirements. The
conference is scheduled for Oct. 22, 2004, at 3:00 p.m., Grasslands Reservation, Valhalla, New
York.

2.8 Questions and Inquiries

It is the policy of the County to accept questions and inquiries in writing from proposers. Proposers
should submit written questions in advance of the proposal conference by Oct. 22, 2004. Only
answers in the form of a written addendum to the RFP shall be binding unless modified in a
subsequent written addendum.

Oral explanations or instructions given over the phone prior to the proposal submission date shall
not be binding on the County.

All written questions must be directed to the individual designated below and received by Oct. 17, 2004:

Send to:
Mr. Salvatore J. Carrera                             Mr. Joseph A. Stout
Director of Real Estate/Economic Development         25 Moore Avenue
148 Martine Avenue, Ninth Floor                     Mount Kisco, NY 10549
White Plains, New York 10601
2.9 Cost Liability
The proposer shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation, or any travel connected with submission of the proposal. The County shall have no liability whatsoever for such costs.

2.10 Oral Presentation
Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the written proposal.

2.11 Obtaining Essential Information
The County reserves the right to obtain additional information it deems necessary to determine the ability of the proposer to carry out the obligations of the agreement. This includes information needed to evaluate the experience and financial capability of the proposer to complete the requirements of the RFP.

2.12 Pouring Rights – (Food Concession)
The County reserves the right to require the Lessee to purchase, for resale to patrons of the Leased Premises, only those soft drink and food products, which shall include carbonated and non-carbonated beverages and bottled water and food products for which the County has entered into an exclusive pouring rights contract. Lessee shall comply with such requirement within thirty (30) days of written notification by the County as to the existence of such an exclusive pouring rights contract, which shall include, but not be limited to, products sold in vending machines.

2.13 Non-Collusion
The proposer, by signing the proposal, does hereby warrant and represent that this proposal and/or any ensuing lease agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York or the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any County employee, officer or official.

2.14 Conflict of Interest
The award of a lease agreement is subject to provisions of all Federal, State, and County laws. All firms must disclose with their proposals the name of any officer, director, or agent who is also an employee of the County. Further, all firms must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

3.0 Minimum Qualifications of Proposers (or of officers or employees of corporate proposers)
Five years (5) continuous experience in development and operation of multi-use recreation facilities.

3.1 Use of Special Imprinted Products
Concessionaire may be required to use products imprinted with the logo of the
4.0 Contract and Term
After selection of the successful proposal, a formal written contract, with specifications, will be entered into between the parties. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract. The contract will be prepared by the County of Westchester and will not be binding or in force until approved by the County, signed by both parties, and approved by the Westchester County Board of Legislators, the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. The term of the lease is expected to be from June 1, 2005 through May 31, 2035.

NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE COUNTY BOARD OF LEGISLATORS AND THE BOARD OF ACQUISITION & CONTRACT FOR APPROVAL OF THE TERMS OF THE LEASE. THE BOARD OF LEGISLATORS AND THE BOARD OF ACQUISITION & CONTRACT HAVE THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARDS IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

4.1 Indemnification and Insurance
The proposer agrees to indemnify and hold free and harmless the County of Westchester, its officials, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgment, fees, reasonable attorneys’ fees, or loss arising from this ensuing contract or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the proposer to defend at the proposer’s own expense, or to provide for any defense (as determined by the County of Westchester), for any and all claims of liability and all suits, actions, or claims that may be incurred by the County of Westchester, inconsequence of any action or inaction relating to its proposal. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If the proposer is awarded the contract, the County of Westchester and the Lessee shall be named as insured on all policies obtained by the Lessee and Certificates of Insurance shall be furnished to the County of Westchester. The proposer accepts and agrees that the Standard Insurance Provisions, found in the Appendix as Schedule "A", shall be incorporated into and become a part of the lease agreement.

Food product liability and liquor liability of $1,000,000 each and workers' compensation insurance are required for this lease, and the County of Westchester must be listed as an additional insured building insurance for all such policies. If another use is contemplated, the Director of Risk Management may require other insurance depending on the intended activity.

All policies shall be obtained from companies licensed to conduct business in the State of New York. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldwich, New Jersey.
Insurance coverage in amount and form shall not be deemed acceptable until approved by the County of Westchester, Department of Risk Management. The Director of Risk Management may alter insurance requirements at his discretion.

4.2 Taxes and Utilities
The Lessee shall be solely responsible for and shall pay and discharge as an additional fee, when due and payable, any and all real property taxes, assessments, water meter and sewer rents, utility charges and all other charges which may become due and payable during the course of the lease. Utilities will include, but not be limited to: electricity, gas, oil, water, garbage removal and telephone charges, which are or may be required to operate the concession. The Lessee is also required to bring all necessary utilities to the site. The County may permit the Lessee to connect to County utilities provided that the utilities are separately metered and the Lessee pays all fees and charges associated with the use of utilities and that the connection will not have an adverse impact on other County operations.

4.3 Prices
Prices charged at the Leased Premises shall be reasonably competitive with the prices charged by similar facilities within a thirty-five (35) mile radius of the Leased Premises.

The Lessee’s proposed prices of articles to be offered for sale shall be submitted in advance to the County for its approval. A schedule of approved prices shall be printed and displayed at the expense of the Lessee in a conspicuous place and manner on the Leased Premises.

4.4 Records and Audits
Lessee shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the County, and shall permit inspection of said books and records by the County as often as deemed necessary in the opinion of the County. The Lessee shall submit at the end of each fiscal year a certified annual report, or as required by the County, a profit and loss statement of operations under the terms of the contractual agreement, in a form considered to be good accounting practice according to the American Institute of Certified Public Accounts and satisfactory to the County. This report must be submitted within sixty (60) days of the end of the fiscal year. The County, its employees and agents, shall have the right to inspect the Lessee’s operation at any time and for whatever reason.
4.5 Hours and Days of Operation

The multi-use sports complex at Grasslands shall be open based on a schedule to be approved by the County. Changes to the operating schedule can be made only with the prior written approval of the County.

4.6 Sales Limitations

Lessee shall have the right to sell products and services approved by the County.

4.7 Maintenance

Lessee will construct all buildings and a parking area for the multi-use sports complex. The Lessee shall, at its own expense, make all repairs or improvements, structural and non-structural throughout the term of the lease and shall be responsible for the daily maintenance and upkeep. This includes but is not limited to roofs, exterior walls, electrical, heating, air conditioning or plumbing. The Lessee will be responsible for the repair and maintenance of all County owned equipment during the term of the lease. Lessee shall keep the hood system free and clean of grease and shall have the entire hood and duct system cleaned annually, prior to the opening of the season. Lessee will not make alterations, additions, or improvements to the facility without prior written consent of the County. All alterations, additions, and improvements, shall be deemed to be the property of the County at the termination of the lease agreement.

4.8 Security Deposit and Construction Bond

Lessee will, at or before the execution of the resulting agreement, furnish to the County a security deposit in the form of cash or equivalent security equal to 20% of the average annual lease fee for the first five-year term, or a performance bond in the amount of 100% of the average annual lease fee for the first five-year period. The security deposit will be reviewed every five (5) years to reflect 20% of the average annual lease fee. The security deposit is due upon signing the lease agreement as security for faithful and non-negligent performance of the agreement. Lessee will also provide to the County a construction bond, in an amount to be determined by the County, for the faithful and non-negligent construction of the project.

4.9 Required Improvements

All proposers must complete the list of required improvements in Schedule “C.” The Westchester County Department of Public Works must approve of all plans and construction drawings. Two complete sets of plans and construction drawings will be submitted to the County.

4.10 Equipment

The Lessee will be responsible to furnish all equipment used for this concession. The Lessee, at its sole cost and expense, shall purchase, supply and furnish and repair or replace all equipment required for the proper operation of the concession. All equipment shall comply with all applicable fire, electrical and safety codes. All equipment must meet or exceed Department of Health regulations and must be of commercial quality. The successful proposer will provide the County with a list of all equipment used for this lease. In the event of a default by the Lessee, at the County’s option, the Lessee shall not remove its equipment until the expiration of the term of the agreement and the County shall have the right to use Lessee’s equipment for the remainder of the term of the agreement.
4.11 Force Majeure
Neither the County nor the Lessee shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstance not within its reasonable control.

4.12 Termination
If the Lessee defaults in the performance of any term, condition or covenant herein contained, the County, at its option and in addition to any right it might have to seek damages, judicial enforcement or any other lawful remedy, may terminate this lease upon thirty days (30) days written notice to the Lessee, provided, however, that the Lessee may defeat such notice by curing the default complained of, within the notice period. In the event of such termination, the County may take custody of and use any property of the Lessee located at the licensed area on the date of termination in order to operate this lease until such time as all obligations and indebtedness of the Lessee to the County hereunder shall be fully satisfied.

4.13 Non-Discrimination/Equal Opportunity
Lessee shall comply with all applicable local, state and federal laws and regulations including, but not limited to, those pertaining to nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of the County's facilities.

4.14 MBE/WBE
Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to encourage, promote and increase participation of business enterprises, which are owned and controlled by persons of color and/or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, proposers are asked to complete the questionnaire attached hereto as Schedule “B”.

4.15 Assignment
Lessee shall not assign or subcontract any portion of the operation without prior written approval from the County. If the proposer intends as part of its proposal to subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the County awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the County, such that the Lessee shall be responsible for the entire contract.

4.16 Independent Contractor
Lessee and its employees will operate as an independent contractor and are not considered to be County employees.
4.17 Assignment of Authority
Lessee shall operate only the multi-use sports complex at Grasslands. The lease agreement does not cover any operations in the remainder of the Grasslands Reservation. The Lessee shall comply with all applicable ordinances, rules and regulations for the proposed operation. The Lessee shall be required to take all reasonable measures to insure that the Lessee’s patrons abide by all applicable ordinances, rules and regulations when they are on the Leased Premises.

4.18 Signs
Lessee shall not place any sign or advertisement upon any property of the County under any contract or agreement, which may result from this proposal, without written approval by the County.

4.19 Method of Payment
The County shall receive a guaranteed annual lease fee. The annual fee to be paid to the County by the Lessee shall be divided into twelve (12) equal payments. Payments will be due on the first of the month during each year of the lease. Any payment not received within seven (7) business days of the due date will be assessed with a 1.5% per day administration fee. This administration fee will become part of the lease fee.

4.20 Employees of Lessee
Each employee of the Lessee working at the Multi-Use Sports Complex shall be a citizen of the United States or an alien who has been lawfully admitted to the United States for permanent residence as evidence by an alien registration receipt card. The Lessee will supervise and train its staff to perform their duties and to conduct themselves in an orderly and professional manner at all times. Each employee must thoroughly understand the need to exercise and display a courteous and polite demeanor when dealing with customers. The Lessee will be required to discharge any employee whose conduct, demeanor or appearance is objectionable to the County after notice.

4.21 Labor Law, Prevailing Wages and Project Labor Agreement
THE SUCCESSFUL PROPOSER, AT ITS SOLE COST AND EXPENSE, SHALL COMPLY WITH ALL PROVISIONS OF THE NEW YORK STATE LABOR LAW, ESPECIALLY AS IT PERTAINS TO THE PAYMENT OF PREVAILING WAGES, INCLUDING, WITHOUT LIMITATION, ARTICLES 8, 8-A AND 9 THEREOF, THE LIEN LAW, THE WORKERS’ COMPENSATION LAW AND ALL OTHER LAWS OR ORDINANCES AFFECTING THIS AGREEMENT.

4.22 Inspection
The County shall be entitled to enter the premises for the purpose of inspecting, observing and monitoring any aspect of the Lessee’s operations. The Lessee shall also permit inspection of same by any federal, state, county or municipal officer having jurisdiction. The Lessee, at its sole cost and expense, shall promptly remedy any and all violations issued as a result of such inspection.
4.23 Building Plans and Construction Drawings

Lessee shall provide a complete set of building plans and construction drawings to the County, before work has started. ALL BUILDING PLANS, SPECIFICATIONS, DESIGNS AND CONSTRUCTION DRAWINGS ARE SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS. All designs must be performed by a licensed professional registered in New York State.

The County shall approve all designs for building and site features.

4.24 Low Impact Design, Green Technology, Energy Efficiency

In connection with the County’s policies to reduce energy demands and limit environmental impacts associated with capital projects, the proposer is expected to be familiar with the latest developments in low impact design and green technologies and incorporate them to the maximum extent practical. This includes, but is not limited to, appropriate site design, building design landscape design and the selection of materials. Issues of concern include, but are not limited to, energy consumption, water consumption, waste generation and nonpoint source pollution.

5.0 Proposal Evaluation

An Evaluation Committee will review all proposals. Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The County will schedule the time and location of these presentations.

The award of a contract for the services sought through this Request for Proposals is not governed by the public bidding laws. There is no obligation on the part of the County to award the contract to the proposer who submits the highest fee, and the County reserves the right to award the contract to the proposer the County has determined to be responsible, who has submitted a complete proposal which meets the specifications and requirements which are deemed by the County most advantageous to and in the best interest of the County. The County reserves the right to negotiate with any one or more of the proposers. The County also reserves the right to reject all proposals, to waive any irregularities in any proposal, and to select a contractor by any alternate means, if the County determines that doing so is in its best interest.

Any and all statistical data provided in this Request for Proposals is for bid and information purposes only. The County will not be held responsible for inaccuracies and does not warrant the validity of the data contained herein.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. These criteria are general in nature and may be used to develop a more detailed evaluation worksheet. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.
- Proposer's ability to complete and undertake construction of the facility.
- Proposer’s ability to maintain and operate the facility.
- Quality and value of pricing (list of activities and fees and sample menus for food service).
- Ability of proposer to market the facility.
- Proposer’s financial history and the ability of the proposer to finance, manage, develop, operate and maintain the concession.
- Degree to which proposer demonstrates access to and ability to secure conventional, commercial financing and identifies availability of equity and debt sufficient to complete project.
- Degree to which Proposer presents evidence of the viability of multi-use facility that would be sufficient to secure financing under current commercial underwriting standards.
- Evaluation of the professional qualifications, personal background, and resume(s) of the individuals involved in the concession.
- Proposer's ability to offer quality service to patrons.
- Evaluation of the proposer's fee submission.
- A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of the RFP.
- Evaluation of the business and development plan
- Ability to complete project on a timely basis.
- Business enterprise owned and controlled by persons of color or women
- Proposer's ability to provide the required insurance coverage.
6.0 Proposal Preparation and Submission

One (1) original and ten (10) photocopies of the proposal should be submitted. The proposal shall be in one volume, and that volume shall be divided into five easily identifiable sections as follows:

Section 1 - Technical Proposal Form

This section shall contain all pertinent information relating to proposer's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services required by the scope of the RFP.

At a minimum, this section shall contain the following information:

Attachments (1 & 2) and (3, 4 or 5 as applicable) fully completed as provided herein with any requested documents attached.

- A list of key personnel to be assigned to the operation and their function. A description of their professional qualifications and personal background. A detailed resume for all management personnel assigned to the operation, showing their experience and certifications, should be submitted. Provide as much information as possible at the time of submission.

- Complete information on who will manage the construction of the facility.

- Complete information on who will manage the multi-use sports complex on a daily basis.

- Documentation, which clearly shows the proposer’s experience in construction and operation of the concession. Please note the minimum requirements as specified in Section 3.0 above.

- Proof of ability to obtain insurance coverage as requested in Section 4.1 above and Schedule A.

Section 2 - Business Plan

This section shall describe the proposer's approach and plan for accomplishing the work outlined in the RFP. These plans and approaches should be described in sufficient detail to permit the County to evaluate them fairly and with a minimum of possible misinterpretation. Further, the proposer should describe the effort and skills necessary to operate the concession. The plan should be described in sufficient detail to permit the County to evaluate it fairly in relation to all other proposals with a minimum of possible misinterpretation.

The business plan is a comprehensive description of the planned mode of operation and use of the premises with emphasis on safety, service to the public and cash controls.

This plan must include, but not be limited to the following:

- The proposer's plan for operating the facility and accomplishing the work and requirements set forth in the RFP.
- The proposer's plan to provide service to the public.
• Organizational chart.
• Number of employees and their relevant qualifications.
• Cash and inventory control procedures.
• Estimated gross revenue for each year of the lease broken out according to revenue obtained from the Multi-Use Sports Complex, Grasslands Reservation.
• Estimated operating costs for each year of the lease.
• Proposed hours of operation.
• A complete listing of all fees to be charged during the term of the agreement.
• Maintenance program including pest control and grease removal.
• A complete listing of all capital construction including estimated costs and length of time to complete.
• Timeline for construction of the facility.
• Marketing and promotion plan.
• Equipment and furnishings (describe the equipment and furnishings the proposer will provide for the operation of the facility).
• Recruitment training and supervisory programs.

Should the proposer intend to conduct any other business, all plans must be outlined in the proposal or the proposer shall forego these opportunities.

The Attachments request information, which is essential to the evaluation of the proposer's business plan and overall proposal.

Section 3 - Attachment 9 - Improvements
This section shall describe the proposer's plan for constructing the facility set forth in 4.9 hereof. The plan should provide a detailed explanation as to how the proposer will meet its time frame deadline for completion of the project.

A complete description of all proposed work with renderings and cost estimates must be submitted with Attachment 9.

All construction, materials and workmanship to be used for the improvements must be of the highest quality and equal to the specifications of the materials and workmanship employed for similar purposes throughout the facility. All materials shall be new. All materials, equipment, workmanship and the operation of it shall conform to all federal, state and municipal code requirements. Title to improvements shall pass to the County after expiration or termination of the Lessee and acceptance by the County. The Lessee shall make no additional alterations or additions to the facility or improvement without the prior written consent of the County. The Lessee, at its sole cost and expense, shall maintain, repair, and replace all improvements thereon, in a clean and new or like-new condition at all times and shall, at the direction of the County, maintain, clean, repair or replace same.

Section 4 - Attachment 8 - Fee Proposal
The proposer must completely fill out Attachment 8 relating to its fee proposal. This section shall contain the guaranteed annual fee, payable in twelve equal installments annually, which the proposer agrees to pay to the County as consideration for the lease to operate the multi-use sports
complex at Grasslands. The proposer should also indicate a percentage of gross revenue that would be paid to the County.

Section 5 - Attachment 11 - Addenda
The proposer should confirm the receipt of any addenda applicable to this RFP in Attachment 11.
Forms for Submission
Name of Proposer *(Formal name of proposer exactly as it would appear on the Agreement):*

___________________________________________________________________________

___________________________________________________________________________

Principal Office Address:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Local Address (if different from above):

___________________________________________________________________________

Contact Person/Title:

Telephone number of Proposer: ________________________________

Telephone number of Contact person: __________________________

Telephone number of Fax: _________________________________

E-mail address: ____________________________________

Forms of business entity (check one and complete the appropriate business entity statement in Attachment 3, 4 or 5, whichever is applicable).

( ) Corporation

( ) Partnership

( ) Individual
The following information must be included with each proposal:

1. Have any leases or licenses held by the proposer ever been canceled?
   Yes ( )  No ( )

2. Has the proposer ever been notified of a lease, concession, permit, lease or agreement default?
   Yes ( )  No ( )

3. Has the proposer ever been involved in litigation with regard to any lease, license, concession, agreement or permit?
   Yes ( )  No ( )

4. Has the proposer and/or any of its officers or employees who were responsible or obtaining or administrating a contract ever been convicted of any of the following:
   a) Criminal offense incident in regards to a public or private contract.
   b) Violation of the Federal Anti-Trust Statues.
   c) Embezzlement or fraud or equivalent crimes which are indicative of a lack of business integrity.
   Yes ( )  No ( )

5. Has the proposer ever failed to perform any prior lease, contract, operating agreement or license with the County of Westchester?

6. Are you in arrears or in default to the County of Westchester upon any debt or contract or are you in default as a surety or in any other manner in default of any obligation to the County?

7. Has the proposer ever received any formal complaints or citations with regard to its treatment or mistreatment of the public?

If the answer to any of questions 1 through 6 is yes, provide an explanation and describe the circumstances. Attach additional sheets if necessary.

Proposer must fully complete Attachment 3, 4 or 5 - whichever is applicable to the Proposer’s business status.
If the proposer is a corporation, the following section must be completed:

Corporate Name:

Date of Incorporation:

Location (city, state) of Incorporation:

Is the Corporation licensed to do business in New York State?

Yes ( )  No ( )

If the answer to the above is yes, provide date when the Corporation was licensed to do business in New York State.

The Corporation is held: Publicly ( )  Privately ( )

Furnish the name, title and address of each officer, director, and those principal shareholders who own 10% or more of the Corporation's issued stock.

Principal Business

Affiliation other than

Directorship

Officer's Name  Address  Position

Principal Shareholders  Address  Percentage share owned

A certified copy of the Corporate Charter filed with the Secretary of State must be attached.

A certified copy of the Corporate Resolution, which authorized the officer signing this proposal to bind the corporation, must be attached.

**Proposer must fully complete Attachment 3, 4 or 5 - whichever is applicable to the Proposer’s business status.**
Attachment 3
MULTI-USE SPORTS COMPLEX, GRASSLANDS RESERVATION
Partnership Statement

If the proposer is a partnership, then complete the following information:

1. Date of Organization

2. Indicate: ( ) General Partnership ( ) Limited Partnership

3. Is the Partnership agreement recorded?
   Yes ( )   No ( )

   If yes, indicate the following:

   Date       Book       Page       Location

4. Has the Partnership undertaken or participated in other multi-use recreation facilities operations in
   the State of New York?
   Yes ( )   No ( )

   If yes, indicate:  Date:     Location:

Provide the name, address and ownership share of each general partner:

Shareholder   Address   Percentage share owned

One copy of the Partnership Agreement must be attached.

Proposer must fully complete Attachment 3, 4, or 5 - whichever is applicable to the Proposer’s business status.
If the proposer is an INDIVIDUAL, the following must be completed.

1. Has the individual owned and managed or participated in other construction and/or recreation businesses in the State of New York?
   
   Yes (    )  No (    )

   If yes, indicate the:
   
   Dates:  Locations:

2. Has the individual registered as a d/b/a in Westchester County? If so, please provide:
   
   - Date and location of registration:
   - D/B/A name:

3. Has the individual registered any other d/b/a certificates in Westchester County? If so, please explain in detail:

Proposer must fully complete Attachment 3, 4, or 5 - whichever is applicable to the Proposer’s business status.
1. Financial Statement:
All sources of financing for the Lease must be explicitly demonstrated.

Proposer shall attach a Balance Sheet and Income Statements utilizing Generally Accepted Accounting Principles for the most current year to date period and previous year, both of which must have been prepared by an independent Accountant. If the proposer is an individual, substitute the proposer’s statement of Net Worth prepared by an independent Accountant for the Balance Sheet and Income statement referenced above.

* Please note that if the Proposer is a recently formed entity (formed during 2004), each participating member must submit the financial documents required for individual proposers.

All proposers (whether a corporation, partnership or individual) must submit copies of their 2002 and 2003 Federal Income Tax Returns.

Corporate proposers shall also submit Securities and Exchange Commission form 10K - for each principal of the firm for the past two years.

2. Surety Information:
Has the Proposer, or any entity the Proposer has had an ownership interest in, ever had a bond or surety canceled or forfeited?

Yes ( )  No ( )

If yes, state the name of the bonding company, date, amount of bond and reason for the cancellation or forfeiture.

3. Bankruptcy Information:
Has the Proposer, or any entity the proposer has had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt?

Yes ( )  No ( )

If yes, please explain.

_____________________________________________________________________
_____________________________________________________________________

Failure to provide all such information requested herein may constitute grounds for disqualification.
The Proposer must identify all sources of financing to be used for the Lease and provide the County with the account numbers or other sources of financing.

This page must be completed and submitted with the proposal and may be photocopied if more than one account is to be used for verifying the financial ability of the proposer.

I, __________________________ (Name of Account Holder), hereby authorize the County of Westchester, Department of Parks, Recreation and Conservation to verify the current balance of the following account(s)

<table>
<thead>
<tr>
<th>Bank/Financial Institution</th>
<th>Account Number</th>
<th>Type of Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
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(Original Signature of Account Holder)

Contact Person at Financial Institution

Name

Telephone Number

Please make additional copies and include in proposal if necessary.

Failure to provide all such information requested herein may constitute grounds for disqualification.
Credit Information Consent Forms

In Order to provide the County with the ability to do a credit check, the following information is required:

Individual:  
Name ____________________________________________________
Date of Birth ______________________________________________
Social Security Number ____________________________

Corporation:  
Name ____________________________________________________
Corporation Address ________________________________________
(Must be in State of Incorporation)
________________________________________
State of Incorporation ____________________________

If the Proposer has done business under a D/B/A

D/B/A  
Name ____________________________________________________
Address __________________________________________________

Trade  
Name ____________________________________________________
Address __________________________________________________

I ________________________________________, do hereby authorize the County of
(Name of Proposer)  
Westchester to conduct a credit history check. ____________________________
Proposer’s Signature

Failure to provide all such information requested herein may constitute grounds for disqualification.
4. Has the Proposer or any entity the Proposer has had an ownership interest in ever entered into an agreement with the County of Westchester?

   Yes ( )   No ( )

   If yes, please explain (include dates, type of agreement, performance required):

5. Has the Proposer, or any entity the Proposer has had an ownership interest in ever been sent a default notice concerning a Westchester County agreement?

   Yes ( )   No ( )

   If yes, please explain:

Failure to provide all such information requested herein may constitute grounds for disqualification.
Relevant experience is one of the criteria the County will use to evaluate the proposals. List and describe all of your experiences in the construction and operation of multi-use recreation facilities or similar operations. Start with the most recent experience and work backward. Attach additional sheets if necessary.

<table>
<thead>
<tr>
<th>Year of Experience</th>
<th>Dates of Experience</th>
<th>Facility</th>
<th>Address</th>
<th>Annual Gross Sales</th>
</tr>
</thead>
<tbody>
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</table>

For each location, proposers must give the name and telephone number of a contact person to verify experience.

Name of Contact Person ________________________________

Telephone Number ________________________________

Failure to provide all such information requested herein may constitute grounds for disqualification.
Food and Refreshment Industry Credit References:
The proposer must list at least three (3) references from the relevant industry of your proposal and three (3) credit references, who do not hold an interest in the firm for a total of (6) separate references. References must establish the Proposer’s ability to operate all aspects of the Multi-Use Sports complex and must demonstrate the Proposer’s financial solvency. In submitting this form, proposer authorizes the County to contact listed references for a recommendation.

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Reference</th>
<th>Address/Telephone</th>
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<tbody>
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</table>

3. Proof of Insurance
The proposer shall attach a good faith letter of intent from its insurance company indicating that, if awarded the contract, the proposer will be able to obtain all of the insurance provided for in the RFP. The letter must be provided as evidence that insurance negotiations have been initiated and are in progress. Such a letter can be from an identified, acceptable insurance company, its agent, or broker. The award of a contract is conditional upon the County’s receipt of binders issued to the County before operation/occupancy commences. Certificates of Insurance are due at the same time and are to be followed by certified copies of the insurance policies, in which the County is named as additional insured, in a reasonable length of time after issuance.

Failure to provide all such information requested herein may constitute grounds for disqualification.
Name of Proposer: __________________________________________________________

Address:___________________________________________________________________
___________________________________________________________________________

Telephone:__________________________________________________________________

The proposer shall specify a fixed annual fee to be paid to the County of Westchester.

The County reserves the right to negotiate with any/all proposers regardless of the fee offered.

Proposed fees shall be submitted for each year of the term of the lease.

**THE FEE PROPOSAL MUST INCLUDE ALL COSTS ASSOCIATED WITH OPERATING THE FACILITY AND CONSTRUCTING AND MAINTAINING THE IMPROVEMENTS AS PROVIDED IN THE RFP AND RESULTING CONTRACT SO THAT A NET FEE IS QUOTED.**

Failure to provide all such information requested herein may constitute grounds for disqualification.
### MULTI-USE SPORTS COMPLEX, GRASSLANDS RESERVATION

#### Annual Minimum Fee Proposal

**Annual Lease Fee for MULTI-USE SPORTS COMPLEX, GRASSLANDS RESERVATION:**

<table>
<thead>
<tr>
<th>Fee to Westchester County</th>
<th>Percentage of Gross Income</th>
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<tr>
<td>June 1, 2005 - May 31, 2006</td>
<td>$______________</td>
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<td>June 1, 2006 - May 31, 2007</td>
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<td>June 1, 2010 - May 31, 2011</td>
<td>$______________</td>
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<td>June 1, 2011 - May 31, 2012</td>
<td>$______________</td>
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<td>June 1, 2012 - May 31, 2013</td>
<td>$______________</td>
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<td>June 1, 2013 - May 31, 2014</td>
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<td>June 1, 2014 - May 31, 2015</td>
<td>$______________</td>
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<td>June 1, 2015 - May 31, 2016</td>
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<td>June 1, 2016 - May 31, 2017</td>
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<td>June 1, 2017 - May 31, 2018</td>
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<td>June 1, 2018 - May 31, 2019</td>
<td>$______________</td>
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<td>June 1, 2019 - May 31, 2020</td>
<td>$______________</td>
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<td>June 1, 2020 - May 31, 2021</td>
<td>$______________</td>
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<tr>
<td>June 1, 2021 - May 31, 2022</td>
<td>$______________</td>
</tr>
</tbody>
</table>
Annual Lease Fee for MULTI-USE SPORTS COMPLEX, GRASSLANDS RESERVATION:

<table>
<thead>
<tr>
<th>Period</th>
<th>Fee to Westchester County</th>
<th>Percentage of Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2022 - May 31, 2023</td>
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<td>__________________________</td>
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<td>June 1, 2023 - May 31, 2024</td>
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<td>June 1, 2024 - May 31, 2025</td>
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<td>June 1, 2025 - May 31, 2026</td>
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<td>June 1, 2026 - May 31, 2027</td>
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<td>June 1, 2028 - May 31, 2029</td>
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<td>June 1, 2029 - May 31, 2030</td>
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<td>June 1, 2030 - May 31, 2031</td>
<td>$_____________</td>
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<td>June 1, 2031 - May 31, 2032</td>
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<td>June 1, 2033 - May 31, 2034</td>
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<tr>
<td>June 1, 2034 - May 31, 2035</td>
<td>$_____________</td>
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</tbody>
</table>

Signature of Proposer ________________________________________________

Typed or Printed Name of Proposer _____________________________________

Failure to provide all such information requested herein may constitute grounds for disqualification.
Attachment 9
MULTI-USE SPORTS COMPLEX, GRASSLANDS RESERVATION

Description and Timeline For Construction in Schedule “C”,

Attach additional materials as required (cost estimates, drawings)

<table>
<thead>
<tr>
<th>Description of Construction</th>
<th>To Be Estimated</th>
<th>Completed By</th>
<th>Cost</th>
</tr>
</thead>
</table>

Failure to provide all such information requested herein may constitute grounds for disqualification.
The Lessee shall furnish the following equipment and furnishings for the operation of the Multi-Use Sports complex, Grasslands Reservation. This equipment and furnishings shall remain the property of the Lessee subject to Section 4.12 of this RFP. Attach additional sheets if necessary. The County must approve of all equipment.

1. ________________________________________________________________
2. ________________________________________________________________
3. ________________________________________________________________
4. ________________________________________________________________
5. ________________________________________________________________

Failure to provide all such information requested herein may constitute grounds for disqualification.
Attachment 11 - Addenda

MULTI-USE SPORTS COMPLEX, GRASSLANDS RESERVATION

1. Please confirm the receipt of any and all addenda, if applicable.

2. Name of Proposer.

Failure to provide all such information requested herein may constitute grounds for disqualification.
MULTI-USE SPORTS COMPLEX, GRASSLANDS RESERVATION

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services. The undersigned agrees and understands that the County of Westchester is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester and approved by the County Board of Legislators, the County Board of Acquisition & Contract and the Office of the County Attorney.

It is understood and agreed that the County of Westchester reserves the right to reject consideration of any and all proposals, including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Westchester reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Westchester is directly or indirectly a party to, or in any other manner interested in, this proposal or any subsequent lease agreement that may be entered into.

__________________________________________
Proposer Name

By: _______________________________________
Name and Title
Schedules
1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies leased in the State of New York, carrying a Best’s financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the “Special Conditions” of the contract specifications):

   (a) Workers’ Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers’ Compensation Law.

   State Workers’ Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be “All locations in Westchester County, New York.”

   (Where an applicant claims to not be required to carry either a Workers’ Compensation Policy or Disability Benefits’ Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker’s Compensation Board, Information Unit for investigation and report.)
If the employer is self-insured for Worker’s Compensation, he should present a certificate from the New York State Worker’s Compensation Board evidencing that fact.

(b) Employer’s Liability with minimum limit of $100,000.

(c) General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage or a combined single limit of $1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall indicate on the certificate of insurance the following coverage:

   (i) Premises - Operations.
   (ii) Broad Form Contractual.
   (iii) Independent Contractor and Sub-Contractor.
   (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:

   (i) Owned automobiles.
   (ii) Hired automobiles.
   (iii) Non-owned automobiles.

3. All policies and certificates of insurance of the Contractor shall contain the following clauses:

   (a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

   (b) The clause “other insurance provisions” in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

   (c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

   (d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.
SCHEDULE “B”

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

   __________ No
   __________ Yes (as a business owned and controlled by persons of color)
   __________ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply:
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

___________ No
___________ Yes (as a MBE)
___________ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

______________________________________________________________________

5. Are you certified with the Federal Government as a small disadvantaged business concern?

___________ No
___________ Yes

Name of Firm/Business Enterprise: ___________________________________________
Address: _______________________________________________________________
Name/Title of Person completing MBE/WBE Questionnaire: _______________________
Signature: _______________________________________________________________
SCHEDULE “C”  
LIST OF REQUIRED IMPROVEMENTS

1. Furnish and install a multi-use recreation facility.
2. Furnish and supply all labor, materials and construction documents.
The successful proposer will complete all environmental reviews in compliance with the State Environmental Quality Review Act (SEQRA) and fully comply with all County policies and development standards relating to Grasslands Reservation, site conditions, streams, trees, storm water management, soils and any other environmental matters.

The State Route 9A corridor contains a mix of commercial development including multiplex movie theatre complexes and the Mack Cali (Mid-Westchester) Executive Park. The Landmark at Eastview (a.k.a. Kenen/Union Carbide), west of State Route 9A, is a mixed-use office park with a high percentage of existing biotechnology and medical facilities. Recreation facilities in the vicinity include a driving range, indoor ice skating rink and indoor game arcade and billiard room.

Valhalla and Hawthorne are two main hamlets (small centers) near the Grasslands Reservation. Both hamlets have regularly scheduled railroad stops along the Harlem Division of the Metro-North Commuter Railroad.

A description of significant, existing utilities adjacent to or near the project site is included in an appendix to Exhibit 2 to this RFP. (See Exhibit 2, “Draft Master Plan for the Grasslands Reservation”, Appendix B, “Existing Utilities”.) Although the County believes the utility plan is correct, neither the County of Westchester nor any other person or entity connected with the County or otherwise makes any representation or warranty whatsoever with respect to the accuracy or completeness of this plan, the capacity of any system or the availability thereof. The Proposer shall be solely responsible at its own cost of all matters relating to the availability, capacity, modification and supplementation of, and connection to, all utilities and services, including, without limitation, the nearest possible tie-ins for telephone, electric, water, storm drainage and sanitary sewer, gas and other utilities and services.

Site Conditions

There are significant physical features within the North 60 site that will need to be factored into future development plans.

Steep slopes

The North 60 site has several areas of steep slopes – primarily at the north end. Storm water management and sedimentation and erosion control will be significant factors in site design.

Streams

The North 60 site is trisected by two gorges with streams running south to north. The location and treatment of these streams will also be significant factors in the site design and development costs.
Trees

Large areas of the site are forested with mature vegetation. Tree removal at the site will be subject to Westchester County’s Tree Law. A copy of the County’s tree ordinance (including an application form) is available upon request.

Stormwater Management

Lessee agrees that it is an essential element of the Lease that the Lessee ensures that any work it does under the Lease, including but not limited to the preparation of any plans or the conduct of any construction, repair or maintenance activity on the Demised Premises, complies with the County’s policy of Best Management Practices for Water Quality Protection. This requirement does not confer on the Lessee any additional authority to perform construction work on the premises nor does it relieve the Lessee of any other obligations it may have under the Lease.

The Lessee agrees to, at a minimum, comply with all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications that are now in effect or which take effect during the term of the lease (collectively referred to as the “BMP Laws & Standards”), including, without limitation, all applicable provisions of the New York State Department of Environmental Conservation (hereinafter “NYSDEC”) technical standards for erosion and sediment control contained in the document, “New York Standards and Specifications for Erosion and Sediment Control,” and the NYSDEC standards detailed in the “New York State Stormwater Management Design Manual” as amended. The Lessee agrees to obtain the most recent versions of such documents at its sole cost. The Lessee also agrees to prepare and comply with operation and maintenance plans for erosion and sediment control, and water quality. In addition, Lessee shall operate and maintain any and all erosion and sediment control, and water quality facilities in accordance with the BMP Laws & Standards. The Lessee agrees to comply with these standards regardless of the size of the project. To the extent that there is any conflict between the County standards and the standards required by any other regulatory agency, the most stringent regulation, standard or recommendation shall apply to the work done under the Lease.

The Lessee agrees to obtain and shall comply with all required permits, including but not limited to State Pollutant Discharge Elimination System (“SPDES”) permits and shall be solely responsible for the cost of any permits. Before submitting any permit application the Lessee shall provide a copy to the the Director of Real Estate, and the Commissioner of Planning. Lessee agrees not to take any action or fail to take any action that will result

1 available at http://www.dec.state.ny.us/website/dow/swmanual/swmanual.htm - The location of this reference is provided to assist the Tenant; it does not relieve the Tenant from the obligation of obtaining and complying with the latest version of the document.
in the County being held to be in violation of any permit, regulation or law.

When applicable, Lessee, its contractors and subcontractors are required to execute the Stormwater Pollution Prevention Certification, which is attached hereto as Schedule “___” and is made a part hereof.

The Lessee agrees to provide, as the County may request, proof of compliance with BMP Laws & Standards and the County’s policies to protect water resources and the environment.

The Lessee agrees to ascertain which BMP Laws & Standards affect its construction activities, and the Lessee shall be solely responsible for all costs and expenses, including any penalties or fines, incurred by the County, due to the Lessee’s failure to comply with the BMP Laws & Standards and County policies. The Lessee agrees to defend and indemnify the County from any and all claims resulting from the Lessee’s failure to comply with the BMP Laws & Standards and County policies.

Failure of the Lessee to comply with the County’s policies or the BMP Laws & Standards may be deemed a material default under the terms of the Lease. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, the County shall have the right, in its sole discretion to suspend, discontinue or terminate the Lease immediately upon notice to the Lessee. In such event, the Lessee shall be liable to the County for any remaining lease payments under the terms of the lease plus any additional costs incurred by the County.
STORMWATER POLLUTION PREVENTION CERTIFICATION

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan (“SPPP”) for the construction site identified in such SPPP as a condition of authorization to discharge stormwater. I also understand the operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (“SPDES”) general permit for stormwater discharges from construction activities and it is unlawful for any person to contribute to a violation of water quality standards.

_______________________________________
Signature

Sworn to before me
This ____________ day of ________, 200_.

____________________________
Notary Public – State of New York, County of ___________
My Commission Expires on ____________________.

This Certification will also have to be signed by your subcontractors. You can duplicate this blank form or you can obtain additional copies of this form from the Department of Public Works.

Rev. 01/12/04-3 35PM
Soil Conditions and Wetlands

It is anticipated that the Proposer will conduct its own due diligence with respect to soils and other environmental matters and that the Proposer shall be solely responsible for any remediation that may be required as a result of this due diligence. Information regarding the soil conditions and land adjacent to the North 60 site is included in the “Soil Survey of Putnam and Westchester Counties, New York”, which is available for reference in the offices of the Westchester County Department of Planning. Proposer shall also be solely responsible for determining whether there exist any wetlands on the site and such actions that may be required as a result of this due diligence.

Certain Rights of Westchester County Health Care Corporation (“WCHCC”)

Those submitting responses to this RFP should also be aware that WCHCC retains certain rights with respect to the North 60 site that may require WCHCC to formally waive its rights or otherwise grant certain approvals as a condition of development.

Specifically, the County and WCHCC entered into a Restated and Amended Lease Agreement (Restated Lease) on December 30, 1998, affecting, among other things, the Grasslands Reservation. Article XX, Section 20.2(a) of the Restated Lease provides that WCHCC shall have a right of first refusal in connection with the sale, lease, license or commercial arrangement of all or any portion of the Grasslands Reservation which is not included within the premises leased to WCHCC, for which the County receives a bona fide written offer that the County desires to accept. The North 60 parcel is subject to this provision. Thus, a proposed transaction between the County and the Proposer will invoke WCHCC’s rights in accordance with the above-stated lease terms.
DEVELOPMENT STANDARDS AND CONTEXT

Development of the North 60 site as a multi-use sports complex will require compliance with certain development standards and adherence to the overall context in which the site is to be developed.

A. Development Standards

Development of the North 60 site may be subject to the Proposer’s compliance with various land use controls and approvals, all of which shall be the Proposer’s sole responsibility. The project may also be subject to local taxes, Town of Mount Pleasant approval and Town of Mount Pleasant regulations. County development standards are to ensure that the proposed development is consistent with the County’s overall vision of campus development and compatible with other uses on the campus and in the immediately surrounding area.

B. Development Context

Several other planning projects are currently underway in the vicinity of the North 60 site. They include development of the New York City Department of Environmental Protection Police Headquarters, the Westchester County Department of Emergency Services and Support Services Facility, construction of facilities for the Volunteers of America homeless shelter and Food-PATCH.

C. Sprain Brook Parkway Interchange

A portion of the North 60 site may include a portion of the Sprain Brook Parkway interchange. Sufficient site area should be reserved for this type of improvement for future use.

D. Water Supply

A study of the current water supply in County Water District Number 3, in which the project site is situated, is currently being conducted. The Lessee should coordinate with the County to once the findings are complete. The County shall require that water-conservation practices be included. If the project includes outdoor fields, turf management practices and maintenance will comply with County policy. The County reserves the right to require that wells be used to provide irrigation, limiting reliance on County Water District Number 3.