



**Flatiron/23rd Street Partnership
Business Improvement District (BID)**

REQUEST FOR PROPOSALS

**TO MANAGE AND OPERATE AN OUTDOOR FOOD OR
BEVERAGE KIOSK IN THE FLATIRON PLAZA “SOUTH”**

June 9, 2010

I. INTRODUCTION

The Flatiron/23rd Street Partnership Business Improvement District (“BID”), a not-for-profit corporation organized under the laws of the State of New York, is seeking proposals (“Proposals”) from qualified firms (“Proposers”) by this request (“Request” or “RFP”) to manage and operate an outdoor food or beverage kiosk (“Kiosk”) at the Flatiron Plaza “South” located on Broadway between 22nd and 23rd Streets, immediately adjacent to the iconic Flatiron building, as more particularly hereinafter described. There are two public plazas at the intersection of Broadway, 23rd Street, and Fifth Avenue – Flatiron Plaza “North” and Flatiron Plaza “South” (collectively referred to as the “Flatiron Public Plazas”). Both plazas are furnished with tables, chairs, umbrellas, and planters and are open year-round (weather dependent). A separate RFP has been issued for an outdoor food or beverage kiosk for the Flatiron Plaza “North.” Proposers to this RFP may also respond to the RFP for Flatiron Plaza “South”.

The BID was created in 2006 and provides a number of programs and services in the area, including supplemental sanitation and security, marketing and promotion, homeless outreach, and additional public improvement projects. The BID area covers roughly 21st to 28th Street, bounded by 6th Avenue on the west and 3rd Avenue on the east, as illustrated in the district map below (“District”).



The Flatiron Public Plazas were created by the New York City Department of Transportation (“DOT”) in August 2008. The BID has a concession license agreement (“License Agreement”) with DOT for the operation, management and maintenance of the Flatiron Public Plazas allowing for the operation and management of subconcession(s), where no leasehold or other proprietary rights are offered. The BID will make copies of the License Agreement available to any Proposer who wishes to review it in its entirety. If a satisfactory Proposal is received, it is anticipated that the BID will enter into a sublicense agreement (the “Sublicense Agreement”) with the successful Proposer for a period starting on execution of the Sublicense Agreement and for a maximum term ending on August 31, 2014 (“Sublicense Period”). Four additional one-year options to renew may be in effect subsequent to the initial term, contingent on the BID’s renewal of its License Agreement with DOT. Although

the Sublicense Agreement may be in effect for up to four years, a termination clause for both parties shall be included in the Sublicense Agreement. The successful Proposer will be required to execute terms of the Sublicense Agreement, which may include terms and conditions, including but not limited to those outlined in Appendix B.

It is the goal of the BID to draw customers to a successfully-branded food or beverage establishment and to work closely with the chosen Proposer to create a Kiosk that is successful and enhances the atmosphere of the Flatiron Public Plazas and this vibrant neighborhood. The Kiosk should provide an amenity for those who work and live in the area as well as those who visit the Flatiron Public Plazas.

II. PERTINENT DATES

- A. A mandatory pre-bid conference will be held on Tuesday, June 22, 2010, which will include a site visit to the plaza;
- B. Questions related to this RFP should be submitted in writing to the BID no later than Wednesday, June 30, 2010;
- C. All Proposals are due by 5:00 p.m. on Friday, July 16, 2010 (the “Closing Date”).

III. PROPOSAL SUBMISSION PROCESS

- A. Five (5) copies of a written Proposal must be received by the BID by the Closing Date. Proposals received after the Closing Date may not be accepted and, if accepted, may not be considered in response to this solicitation.

Proposals shall be addressed as follows:

Flatiron/23rd Street Partnership
27 West 24th Street, Suite 800B
New York, NY 10010
Attention: Jennifer Brown, Executive Director

The BID will not accept oral Proposals or Proposals submitted solely by facsimile, electronic mail, etc. Proposals should be submitted electronically in addition to the hard copy proposals delivered to the address above. Electronic proposals can be submitted to Jennifer Brown at Jbrown@flatironbid.org.

All questions regarding the Request must be in writing and should be directed to Jennifer Brown, Executive Director, via electronic mail (jbrown@flatironbid.org) or facsimile (212) 741-2324. Questions should be submitted no later than 5 p.m. on June 30, 2010. Questions and responses from the BID will be shared with other Proposers.

A mandatory pre-bid conference will be held on Tuesday, June 22, 2010 at 3 p.m. at the BID office, 27 West 24th Street, Suite 800B. Potential Proposers must RSVP prior to the pre-bid conference via email to jbrown@flatironbid.org or via phone at (212) 741-2323.

- B. Proposals shall contain the following:
 - 1) Annual fee proposal;
 - 2) Detailed description of proposed outdoor food or beverage kiosk operations, including but not limited to menus and price lists;
 - 3) Statement of qualifications including but not limited to the number of years of experience providing food or beverage service, a list of all operating businesses, letters of reference and examples of other kiosk operations if applicable;
 - 4) Complete copies of all relevant permits, licenses, operating certificates and other documents that provide or otherwise evidence the Proposer’s due authorization to conduct a retail food or beverage

establishment in the City of New York must accompany its response to this Proposal, together with copies of any violations issued by The New York City Department of Health and Mental Hygiene or any other City agency received in the last three years, and their status;

- 5) Financial statements indicating that the Proposer is in solid financial health and has the ability to manage and operate a business;
- 6) Drawings/schematics of proposed Kiosk.

IV. TERMS GOVERNING REQUEST AND SELECTION

A. Review of Proposals

The BID will review all Proposals for completeness and compliance with the terms and conditions hereof. The BID reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each Proposer's qualifications and past experience, or clarification or modification of any submitted Proposal. Submission of a Proposal shall constitute the Proposer's permission to the BID to make such inquiries concerning the Proposer as the BID in its discretion deems useful or appropriate. The BID is not obligated to make any such request or to accept any unsolicited additional materials, clarification, modification or background information. The BID may conduct discussions with Proposers submitting acceptable proposals but it also may award a sublicense with no further discussions. The BID reserves the right, in its sole discretion, to reject at any time any or all Proposals, to withdraw this Request without notice.

The BID will select the Proposer which, in the sole judgment of the BID and approved by DOT, most successfully demonstrates the necessary qualities to undertake the project, offers the most favorable financial terms, and best meets the needs and goals of the BID. The BID reserves full right to reject all Proposals if it so chooses. Under no circumstances will the BID pay any costs incurred by a Proposer in responding to this Request. The review or selection of a Proposal submitted by a Proposer will create no legal submission or equitable rights in favor of the Proposer, including without limitation, rights of enforcement or reimbursement.

Failure by the BID for any reason to select a Proposer or to enter into a Sublicense Agreement with a Proposer once selected as a result of this Request will not create any liability on the part of the BID or any of its members, officers, employees, agents, consultants or other Proposers. Submission of a Proposal in response to this Request will constitute a waiver of any claim against any of the foregoing for any costs incurred or for any matters arising thereunder or in connection with the review of such Proposal by the BID.

The successful Proposer may be subject to completing and filing VENDEX questionnaires to determine Proposers' previous track record and contractual experience with the City of New York.

B. Selection Criteria

Proposals will be evaluated based on the following criteria:

- Annual fee proposal (30 percent);
- The Proposer's expertise as a food or beverage operator, and its experience as a successfully-branded establishment that will draw a customer-base (25 percent);
- The quality of proposed food or beverage operations and service model (30 percent);
- Design proposal for Kiosk (and surrounding seating area if applicable) (15 percent).

C. Execution of Sublicense Agreement

The submission of a Proposal with respect to the District shall constitute an agreement by the Proposer to execute a Sublicense Agreement with the BID, which may include terms and conditions outlined in Appendix B in addition to any other terms and conditions deemed appropriate by the BID and DOT. If the BID notifies the Proposer that it has been selected, then Proposer shall execute a Sublicense Agreement with the BID within two weeks of such notification and receipt of an execution copy. In the event that the successful Proposer fails to

execute a Sublicense Agreement expeditiously for any reason within such period, the BID may void the selection and negotiate and execute a Sublicense Agreement with another Proposer (or no Proposer, if it so chooses).

V. RESPONSIBILITIES OF THE BID

The BID is responsible for the ongoing maintenance of Flatiron Public Plazas and provides the following services:

- A. Cleaning/Trash Removal;
- B. Snow Removal (walkways);
- C. Landscape Maintenance;
- D. Repairs.

The aforementioned responsibilities are more specifically defined in the Services section of the License Agreement with DOT. The subconcession should not present an undue burden on the operations of the BID and its maintenance of the public plazas.

VI. RESPONSES TO THIS PROPOSAL

- A. Pre-Bid Conference

A mandatory pre-bid conference will be held on Tuesday, June 22nd 3 p.m. at the BID's office at 27 West 24th Street, Suite 800B. Proposers must RSVP for the pre-bid conference to Jennifer Brown via email jbrown@flatironbid.org or via phone 212-741-2323.

- B. Proposers's Annual Fee for Kiosk

Proposers shall provide a minimum annual fee in response to this RFP. The BID reserves the right to negotiate a percentage value of the successful Proposer's annual gross revenues as an option to the annual fee, whereby the successful Proposer would pay the BID either the proposed annual fee or the negotiated percentage of annual gross revenues, whichever is higher on an annual basis.

- C. Description of Proposer's Experience and Qualifications

Proposers shall provide information about all existing food and beverage operations, including specific locations, number of years in business, information on customer base and/or sales, etc. Proposers shall highlight the quality and uniqueness of existing food or beverage service operations. If applicable, Proposers should provide specific examples of any existing or prior food or beverage Kiosk(s) operating in public spaces in New York City. Information on how these operations attract and retain customers, enhance, and provide amenities for public spaces shall also be included.

- D. Minimum and Additional Services to be Offered

At a minimum, the successful Proposer shall provide a Kiosk for the Flatiron Plaza "South". The placement of the Kiosk and surrounding seating area, if applicable, shall not block pedestrian walkways or in any way create an impediment to pedestrian and public safety in the Flatiron Plaza "South". No products or merchandise beyond food or beverage shall be provided for sale without prior approval from the BID and DOT.

The successful Proposer must provide for the removal of all trash, litter and/or debris from the Kiosk area. Areas are to be cleaned throughout the course of the day such that these areas remain clean on a continuous basis. Trash, litter and/or debris build-up for end-of-day removal shall not be permitted.

The successful Proposer may also provide the following services; if successful Proposer so provides, each proposal must explicitly set forth these services, in addition to any other services proposed to be provided:

1. Seating Area - while there is no limit on the maximum number of such tables and chairs to be placed in these areas, please refer to the site diagram for a layout of the Flatiron Plaza "South". Tables and chairs cannot be exclusively designated for subconcession use only, but Proposers may provide a seating area(s) in conjunction with the Kiosk, subject to approval. Tables and chairs may be stored on-site but it will be the responsibility of the successful Proposer to secure them each night. If the successful Proposer is providing a seating area specific to the Kiosk, the cost of supplying, maintaining, and replacing the tables and chairs would be the responsibility of the successful Proposer.
2. Wi-Fi access on the public plaza, to be sponsored by the successful Proposer.

D. Other Considerations

1. No permanent infrastructure will be allowed in the Flatiron Plaza "South", nor is there any guarantee that storage in the area will be available. Mobile carts or other light structures that can change position will be considered, and the Kiosk must be self sustaining with regard to water and power. The successful Proposer may need to be flexible at times due to events and other activities that occur in the Flatiron Plaza "South" that might temporarily displace the subconcession.
2. Menus and price lists shall be subject to the approval of the BID and DOT. The BID shall receive notification of any price increases for the duration of the Sublicense Period.
3. The hours and days of operation are the successful Proposer's decisions, subject to approval, provided that the Kiosk may not begin operating prior to 8:00 AM or after 9:00 PM on any given day, and that all tables and chairs must be removed from the Kiosk area by the successful Proposer no later than 10:00 PM.
4. The successful Proposer may be permitted to serve alcoholic beverages (beer and wine only) at the Kiosk within the designated seating area if the successful Proposer obtains the required State Liquor License, a copy of which must be submitted to the BID prior to the commencement of any alcoholic beverage service. Kiosk staff serving alcoholic beverages must be of legal age, and Kiosk staff will be required to check identification of all patrons to ensure that the legal drinking age is enforced.

E. Authority to Provide Food Service

Complete copies of all relevant permits, licenses, operating certificates and other documents that provide or otherwise evidence the Proposer's due authorization to conduct a retail food establishment in the City of New York must accompany its response to this Proposal, together with copies of any violations issued by The New York City Department of Health and Mental Hygiene and their status. The BID will expect the successful Proposer to maintain the highest health code ratings.

F. Design of Kiosk

Using Attachment A, the Flatiron Public Plaza Site Plan, each Proposer shall provide a layout of the area proposed to be used for the Kiosk at the Flatiron Plaza “South”. There are specific constraints to the space as indicated in Attachment A.

A description and drawings/schematics of the Flatiron Plaza “South” Kiosk and surrounding area shall be provided with the responses to this Proposal. Such descriptions and drawings/schematics shall include but not be limited to color, dimensions, material and other similar specifications, accompanied by photographs and manufacturer specifications of proposed furnishings. The BID expects the Kiosk to enhance the aesthetic of the Flatiron Public Plazas to integrate with the overall context of its surrounding area.

As referenced above, no permanent infrastructure will be allowed in the Flatiron Plaza “South”. Mobile carts or other light structures that can change position will be considered, and the subconcession must be self sustaining with regard to water and power.

Approval of Kiosk design and surrounding area to be used resides solely and exclusively with the BID and DOT. The decision is final and binding upon the selected Proposer.

VII. GENERAL TERMS

Attachment B is for informational purposes only and highlights some of the terms and conditions of the License Agreement as it pertains to the subconcession and its operations. Notwithstanding the foregoing, the Proposer is advised that the Sublicense Agreement is subject and subordinate to the License Agreement.

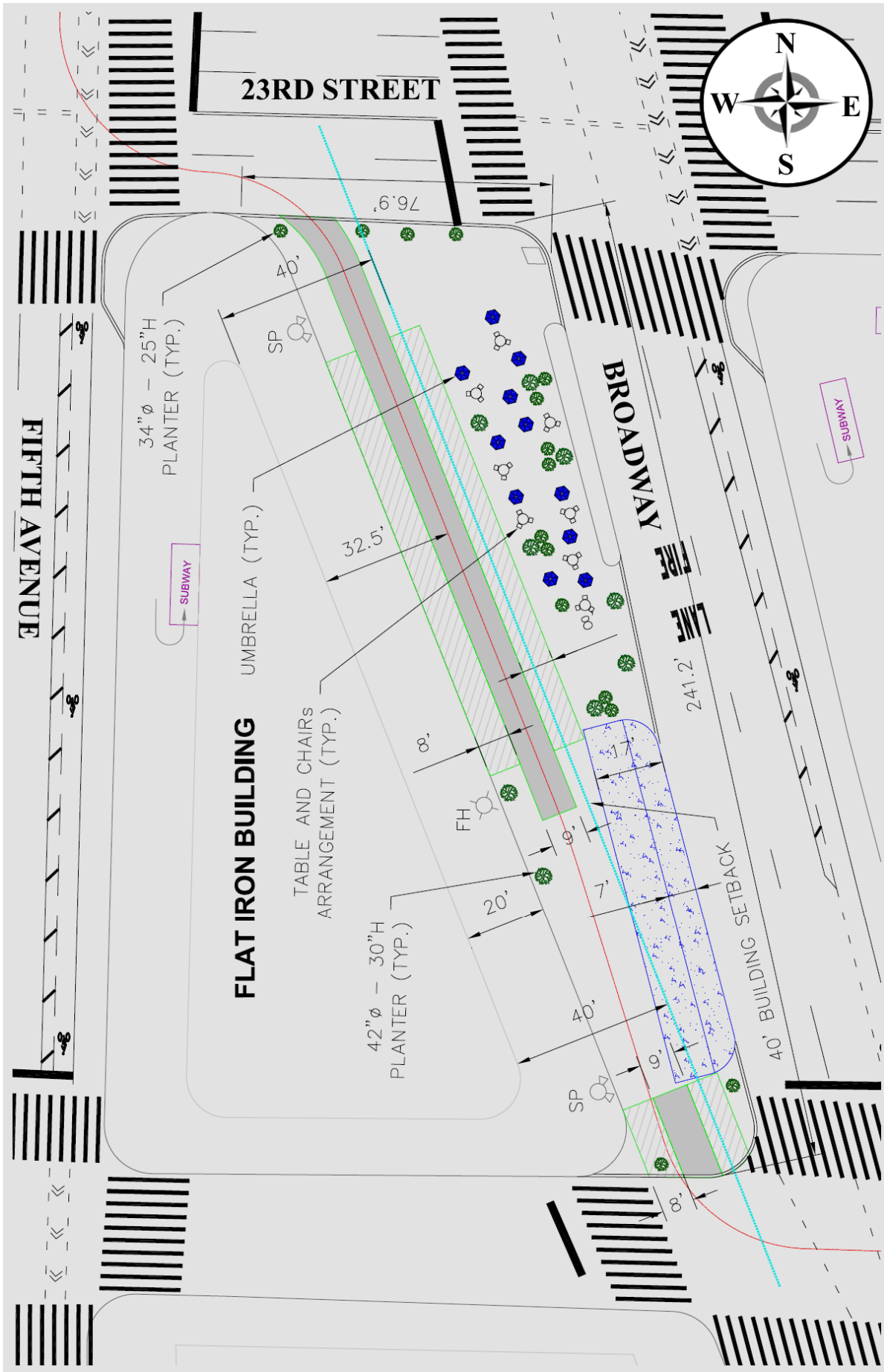
The successful Proposer shall (a) keep complete and accurate records, books of account and data (including daily sales and receipts records) in accordance with generally accepted accounting practices clearly segregating gross revenues received from or attributable to operation of the Kiosk from the successful Proposer’s other area food business revenues and showing in detail the total business transacted by successful Proposer at the Kiosk; (b) submit monthly financial statements to the BID; and (c) at the end of the Sublicense Period, provide to or make available for examination complete copies of such books and records indicating the Kiosk’s gross revenues during the Sublicense Period to the BID, DOT, the Comptroller of the City of New York and other duly authorized representatives of the City of New York.

The successful Proposer shall be responsible, at its sole cost, for obtaining all required permits, licenses, approvals and authorizations from any and all appropriate City, State and Federal agencies necessary to operate and manage the subconcession as contemplated in the Sublicense Agreement.

The successful Proposer shall procure and maintain throughout the Sublicense Period, at its sole cost, Commercial General Liability insurance dedicated to the Kiosk and its operations of not less than \$3 million combined single limit per occurrence and \$5 million aggregate and statutory limits of Worker’s Compensation, Employer’s Liability and Disability Benefits Insurance. All insurance policies other than Worker’s Compensation, Employer’s Liability and Disability Benefits Insurance must name the BID and the City of New York, its officials, employees and agents, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form CG 0001 and ISO Form CG 20 26 (11/84 ed.). The BID reserves the right to require higher liability limits and other terms, if warranted.

The successful Proposer shall faithfully perform and carry out the provisions of Sublicense Agreement and cause its agents, employees, and invitees to conform to all rules, regulations, and orders now prescribed or which may hereafter be prescribed by DOT and the BID. The successful Proposer shall also comply with all laws, regulations, rules, and orders of any kind whatsoever and of any agency or entity of government whatsoever applicable to the Kiosk and the successful Proposer’s use and occupation thereof, including to but not limited to the provisions of the New York State Labor Law regarding gratuities.

ATTACHMENT A
SITE PLAN OF FLATIRON PUBLIC PLAZA SOUTH



ATTACHMENT B

**OVERVIEW OF SUBCONCESSIONS AS PER FLATIRON BID LICENSE AGREEMENT WITH
NYC DEPARTMENT OF TRANSPORTATION**

SUBCONCESSION(S)

A. FLATIRON BID may, subject to DOT's prior approval, enter into a subconcession agreement(s) for the management and operation of the Subconcession(s), which shall be located in the area described in Exhibit A. Such subconcessionaire(s) shall not be related to or affiliated with FLATIRON BID.

B. The subconcession agreement(s) shall be subject to the terms and conditions of this License, and FLATIRON BID shall require said subconcessionaire(s) to acknowledge in writing that it received a copy of this License and that it is bound by same.

C. FLATIRON BID must issue a public solicitation in the basic form of a Request for Proposals ("RFP") or a Request for Bids ("RFB") approved by DOT to select the entity/entities to operate and manage the Subconcession(s). A minimum of three RFP or RFB submissions must be received to select a subconcessionaire(s), unless DOT agrees to less. This RFP or RFB shall be advertised in the City Record and other appropriate publication(s) approved by DOT. DOT, at its sole option, may be on the RFP evaluation committee.

D. The selection of the entity/entities to operate and manage the Subconcession(s) will be subject to DOT's prior written approval, including a favorable responsibility determination. Such approval or denial shall not be unreasonably delayed. The FLATIRON BID shall ensure that the subconcessionaire(s) complete and file VENDEX questionnaires if the aggregate value of City contracts, franchises and concessions awarded that subconcessionaire, including this one, during the immediately preceding twelve-month period equals or exceeds \$100,000 ("Threshold"). Each subconcession agreement(s) shall contain provisions specified in Section 13(B)(5) herein, provided however that such provisions shall pertain to subconcessionaire(s) instead of subcontractor(s).

E. The terms and conditions of the subconcession agreement(s) shall be subject to DOT's approval. Two (2) copies of the proposed subconcession agreement shall be submitted to DOT with FLATIRON BID's written request for approval.

F. FLATIRON BID shall require its subconcessionaire(s) to indemnify the City and obtain insurance coverage in accordance with the terms and conditions set forth in Sections 11 and 12 herein.

G. The subconcession agreement(s) may not be assigned without the prior written consent of DOT. Any subsequent subconcession agreements will be subject to the terms and conditions set forth in this License.

OPERATION OF THE SUBCONCESSION(S)

A. FLATIRON BID shall provide for the maintenance, operation and management of the Subconcession(s) through a subconcession agreement(s) and require its subconcessionaire(s), at the subconcessionaire(s)' sole cost and expense, to operate the Subconcession(s) in such manner as DOT shall reasonably prescribe and as permitted by the laws, rules, regulations and orders of government agencies having jurisdiction thereof. FLATIRON BID and its subconcessionaire(s) shall accept the Licensed Plaza in its "as-is" condition. FLATIRON BID shall require that its subconcessionaire(s) provide the necessary number of personnel having the requisite skills together with the necessary personal equipment and consumable supplies and shall perform the following services at the Licensed Plaza:

- (1) operate the Subconcession(s) as provided herein; and

(2) continuously perform such ongoing and preventive maintenance activities necessary to maintain the Subconcession(s) in good order and repair, consistent with Section 3 of this License, and with prevailing professional and industry or trade standards.

B. FLATIRON BID shall require its subconcessionaire(s) to submit its proposed hours of operation, a menu (if applicable) and price list, for FLATIRON BID's approval. The information submitted to and approved by FLATIRON BID by its subconcessionaire(s) shall be provided to DOT within a reasonable time thereafter. However, DOT reserves the right to review and approve such menu (if applicable) and price list at its discretion.

C. FLATIRON BID shall or shall require its subconcessionaire(s), at the subconcessionaire(s)'s sole cost and expense, to obtain all licenses and permits that may be required to operate the Subconcession(s) in accordance with applicable rules, laws and regulations.

D. FLATIRON BID shall require its subconcessionaire(s), at the subconcessionaire(s)' sole cost and expense, to print, frame, and prominently display the current approved schedule of operating days, hours and prices.

E. On or before the thirtieth (30th) day following the end of each fiscal year, FLATIRON BID shall require that its subconcessionaire(s) submit to DOT a statement of Revenue, signed and verified by an officer of subconcessionaire(s), reporting any Revenue generated from the Subconcession(s) during the preceding twelve (12) month period. Notwithstanding the foregoing, FLATIRON BID shall require its subconcessionaire(s) to submit to FLATIRON BID such statement of Revenue on a monthly basis.

(1) FLATIRON BID shall also require that its subconcessionaire(s) submit a report of Revenue for the period since the prior 12-month report on or before the thirtieth (30th) day following the termination of this License or the subconcession agreement(s), or June 30th, whichever is sooner. The obligation to submit a final report of Revenue shall survive the termination of this License or the subconcession agreement(s). These reports submitted to FLATIRON BID by its subconcessionaire(s) shall be provided to DOT within a reasonable time thereafter.

(2) FLATIRON BID shall require that its subconcessionaire(s) indicate on its statement of Revenue whether or not these amounts are inclusive of sales tax collected.

(3) FLATIRON BID shall require in the subconcession agreement(s) that Revenue shall include without limitation all funds received by subconcessionaire(s), without deduction or set-off of any kind, from the sale of food and beverages, wares, merchandise or services of any kind from the Subconcession(s), provided that Revenue shall exclude the amount of any federal, state or City taxes which may now or hereafter be imposed upon or be required to be collected and paid by subconcessionaire(s) as against its sales. All sales made or services rendered by subconcessionaire(s) from the Subconcession(s) shall be construed as made and completed therein even though payment therefore may be made at some other place. In addition to any Revenue generated in the form of monetary receipts, Revenue shall be deemed to include the fair market value of any non-monetary consideration in the form of materials, services or other benefits, tangible or intangible, or in the nature of barter the subconcessionaire(s) may receive.

(4) Revenue shall include sales made for cash or credit (credit sales shall be included in Revenue as of the date of the sale) regardless of whether the sales are paid or uncollected, it being the intention and agreement of the parties that all sums due to be received by subconcessionaire(s) from all sources from the operation of the Subconcession(s) shall be included in Revenue.

F. FLATIRON BID shall require its subconcessionaire(s) to operate its Subconcession(s) in such a manner as to maintain the highest New York City Department of Health inspection rating.

G. FLATIRON BID shall require that its subconcessionaire(s) employ an operations manager ("Manager") with appropriate qualifications to manage operations at the Subconcession(s) in a manner that is reasonably satisfactory to DOT. The Manager must be available by telephone during all hours of operation, and FLATIRON BID shall continuously notify DOT of a 24-hour pager or cellular telephone number through which DOT may contact the Manager in the event of an emergency. FLATIRON BID shall require that its subconcessionaire(s) replace any Manager, employee, subcontractor whenever reasonably demanded by DOT.

H. FLATIRON BID shall require its subconcessionaire(s) to provide equipment, which will provide security for all monies received. FLATIRON BID shall require that its subconcessionaire(s) provide for the transfer of all monies collected to the subconcessionaire(s)' banking institution. FLATIRON BID shall require that its subconcessionaire(s) bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this License.

I. FLATIRON BID shall require that its subconcessionaire(s), at its sole cost and expense, provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this License, including but not limited to:

- (1) collect and safeguard all monies generated under this License;
- (2) maintain the Subconcession(s) in accordance with this License;
- (3) conduct and supervise the provision of qualified Subconcession(s) personnel and cashier(s); and
- (4) secure the Subconcession(s).

J. FLATIRON BID shall require that its subconcessionaire(s), at the subconcessionaire(s)' sole cost and expense, obtain sound permits and provide any lighting, which it determines may be necessary to operate the Subconcession(s).

K. FLATIRON BID shall require that its subconcessionaire(s), in operating the Subconcession(s), maintain the sound level of all events and activities at an appropriate level to prevent an unreasonable nuisance to neighbors living and working near the Subconcession(s).

L. Installation of additional fixed lighting or fixed sound equipment by either FLATIRON BID or its subconcessionaire(s) on the Subconcession(s) shall require the prior written approval of DOT.

M. FLATIRON BID shall require that its subconcessionaire(s) provide access up to the Subconcession(s) to disabled members of the public as required by law. This accessibility shall be clearly indicated by signs.

N. FLATIRON BID shall require its subconcessionaire(s), at its sole cost and expense, to provide a twenty-four (24) hour per day security system at the Subconcession(s), if appropriate, which shall be either an electronic security system, or a twenty-four hour unarmed guard, or both. FLATIRON BID shall require that its subconcessionaire(s) be responsible for securing the Subconcession(s) and any other equipment used immediately upon closing each day in a manner reasonably approved by DOT.

O. DOT shall have the right to reasonably approve the days and times on which deliveries to FLATIRON BID's subconcessionaire(s) may be made. Such approval or denial will not be unreasonably delayed.

P. It is expressly understood that if FLATIRON BID or its subconcessionaire(s) contemplates placing any signs off-site that advertise the Subconcession(s), such as on nearby highways or streets, it shall be FLATIRON BID's or its subconcessionaire(s)'s responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets or locations. The design and content of all such signs are subject to DOT's reasonable prior approval.

Q. The siting of the Subconcession(s) shall be arranged so that pedestrian traffic and the site lines of motorists are not unreasonably inhibited.

R. The sale of cigarettes, cigars or any other tobacco product is strictly prohibited.

S. FLATIRON BID may permit its subconcessionaire(s) to sell wine and beer only with the appropriate license from the State Liquor Authority ("SLA"). Such wine and beer shall be served in recyclable cups and be consumed only within the boundaries of the Licensed Plaza, as permitted by the SLA.

T. No trucks or storage containers may be stationed at the Subconcession(s) or Licensed Plaza.

U. FLATIRON BID shall require its subconcessionaire(s) to maintain trash receptacles and separate receptacles for recyclable materials and comply with all recycling regulations at its sole cost and expense, arrange for the removal, by a duly licensed private carter, of all refuse relating to the Subconcession(s), including but not limited to trash, boxes and trade waste.

W. The City shall own any copyrights, trademarks, logos and brands developed in association with the management and operation of the Subconcession(s) by FLATIRON BID and its subconcessionaire(s), that include the name of the Licensed Plaza or is directly associated with the Licensed Plaza. However, the City shall not own:

(1) any portion of a name that consists of the name, portrait or signature of a living or deceased individual; or

(2) a restaurant identifier that is not otherwise associated with the Licensed Plaza.