

REQUEST FOR PROPOSALS
“CURATE NEW YORK CITY” – CONSULTING SERVICES

New York City Economic Development Corporation

New York City Economic Development Corporation (“NYCEDC”) is seeking proposals for the development and implementation of a curatorial program that utilizes select NYCEDC managed properties (the “Properties”), as referenced in Exhibit C, to exhibit the artwork of New York City visual artists (the “Project”).

A. PROJECT OVERVIEW.

NYCEDC is a not-for-profit corporation designed to protect and enhance New York City’s (the “City”) job and revenue base through the provision of comprehensive economic development services.

The City has a large and diverse arts and cultural sector (the “Arts Sector”) that includes organizations of virtually every size in every branch of the arts. The positive contribution of the Arts Sector on the City’s economy and neighborhoods is enormous. The arts serve to beautify, educate, and inspire, making the City a more attractive and livable place for talented New Yorkers and their families. For the purposes of this Request for Proposal, the Arts Sector includes nonprofit organizations located in the City involved in generating and exhibiting the visual and performing arts. The Arts Sector includes well-established and recognized institutions such as museums and zoos, as well as less established and lesser known organizations such as art galleries, historical houses, botanical gardens, and independent theaters.

Traditionally, most visual artists have relied on galleries for access to appropriate networks of consumers and collectors. However, visual artists face growing challenges producing and showing their work in traditional venues like galleries and museums. Such barriers to entry threaten the dynamism of the City’s world-renowned visual arts market and community.

To address these challenges, NYCEDC seeks a consultant (“Consultant”) to develop and implement a curatorial program as more specifically set forth in Exhibit A, to assist visual artists in gaining exposure for their work (collectively, the “Services”). NYCEDC will provide short-term, no-cost public exhibition space at selected City-owned Properties and will participate in a kick-off reception but the Consultant would be expected to fund any and all additional costs necessary for the Project.

B. PROPOSAL STRUCTURE AND CONTENT.

Selection will be based on NYCEDC’s evaluation of the quality of the written proposals, the quality and relevant experience of the proposers, and a projected project budget. Each proposal should emphasize a potential Consultant’s relevant experience, with a statement describing the proposed approach to the project. Specifically, each proposal should include the following:

- A description of the organization’s qualifications, including 3-5 references and descriptions of 3-5 similar projects undertaken by the organization (including website addresses for relevant projects, if applicable). References should include the names and telephone numbers of contact persons at the client organizations.
- A description of the organization’s experience and expertise in all of the specific Services contemplated under this RFP, including curatorial services, experience working with visual artists, budget implementation, and working knowledge of the City’s Arts Sector.

- A proposal of the organization's plan of structuring, marketing, and implementation of the Project, including the anticipated Project timeline and budget. This proposal should clearly demonstrate the Consultant's ability to coordinate and complete the Project by the required launch dates and in a cost-efficient manner, acknowledging that the City will make no financial contributions to the success of the project.
- A description of the Consultant firm's history, if any, in contracting or doing business with the City and/or NYCEDC.
- A detailed breakdown of all project costs required to complete each of Task 1 through Task 4 described in Exhibit A. This breakdown should include sources and uses of funding, including pay to staff and subcontractors.
- Staffing Schedule. All respondents must also submit a complete Staffing Schedule, which includes the names and resumes of all individuals in the Consultant's firm who will be performing and/or supervising the Services.
- A general description of the qualifications of any subcontractor firms that will be performing the Services, if any, as well as the names and resumes of individuals who will be performing and/or supervising the work of any subcontractors. Note that the Consultant shall retain, directly supervise, and coordinate the activities of as few or as many sub-consultants as necessary.
- Insurance policies. All respondents must submit insurance policies for General Liability and Workers' Compensation coverage required for compliance with this Contract.
- Submission of a Doing Business Data Form which can be found at www.nycedc.com in the "Available Projects" section. If the Consultant cannot access or download these forms, the Corporation may, upon request, send the required forms.

PLEASE NOTE THAT THE TERMS AND CONDITIONS OF THE ATTACHED DRAFT CONTRACT ARE NOT NEGOTIABLE.

C. QUESTIONS REGARDING PROPOSAL

Respondents may submit questions and/or request clarifications from NYCEDC no later than 4:00 p.m. on Monday, October 26, 2009.

Questions regarding the subject matter of this RFP should be directed to CurateNYC@nycedc.com.

Answers to all questions will be posted by Monday, November 2, 2009 to www.nycedc.com/RFP.

D. INTERVIEWS

Interviews may be held with any, none or all of the respondents after the receipt of proposals. Interviews with NYCEDC would be scheduled after its initial review of proposals.

E. SELECTION

NYCEDC will review each respondent's proposal in its totality. The selected respondent, if any, will be a responsible respondent whose proposal is responsive to this solicitation and, in NYCEDC's sole determination, provides the best quality, creativity, and effectiveness in execution of the project. NYCEDC reserves the right to decline to select a Consultant, or to select more than one Consultant. In the event that more than one Consultant is chosen, the selected Consultants may be required to modify their proposal to ensure coordinated delivery of the project. The selected

respondent(s) shall be subject to clearance of NYCEDC's Internal Background Investigation Questionnaire and/or the City's Department of Investigation Vendex background investigation program.

F. SUBMISSION

Proposals are due on Monday, November 9, 2009 no later than 4 pm. Please submit five (5) sets of your proposal to the location listed below. Proposals can be submitted by hand or via regular mail, express mail, or another nationally known overnight courier. Proposals received after the indicated date and hour and/or at a different location may not be considered.

Maryann Catalano, Senior Vice President, Contracts
New York City Economic Development Corporation
110 William Street, 6th floor
New York, NY 10038

EXHIBIT A

SCOPE OF SERVICES

I. Introduction

The Consultant shall develop and implement a curatorial program that utilizes Properties to exhibit the artwork of New York City artists. The objective of Curate New York City is to assist artists in the City by providing short-term opportunities to display their work and provide a public benefit to New York City residents and visitors by opening these exhibitions to the public free of charge. NYCEDC envisions that the Program shall target New York City artists who are in the early stages of their career and have not yet established themselves in the art market or created a solid reputation among critics, collectors, and gallerists.

NYCEDC shall provide a small portfolio of Properties for the initial launch of the Project. It will not provide any funds, security, liability or insurance coverage to launch or maintain any aspect of the Project or the artists and the art. Any subsequent programs and services which extend beyond the initial Project launch are expected to be self-sustaining through other funding such as sponsorship and institutional or federal funding. It is anticipated that the Project will launch as soon as possible and operate for a maximum of 18 months.

II. Properties

The Properties may include: Essex Street Market- Building D; St George Yankees Minor League Stadium- Brew pub; Fulton Ferry Landing; BAT atrium- Building B; BAT lobbies- Buildings A and B; and NYCEDC office space (see [Appendix C](#)). Property portfolio is subject to availability; sale of artwork at the Properties is not permitted.

NYCEDC, acting on behalf of the City, shall grant access to the Properties to the Consultant for the purpose of executing the aforementioned Program of public art exhibits by means of a Permit. Each Property shall be individually permitted and subject to but not limited to the following terms and conditions:

- The Consultant accepts the Property in the condition in which it is found when the Consultant first enters into possession thereof, or as it is on the date of the Program commencement, whichever is earlier;
- The Consultant may use the Property for the sole designated purpose of the Program and preparations at the Property related thereto (the “Work”). The Work may not include affixing any structure to the walls, ceiling or floors nor creating any permanent alteration of the Property (except as otherwise specified herein) without the consent of the City;
- The Consultant shall be responsible for undertaking any repairs and improvements required by law or regulatory bodies to make the building suitable for occupancy by the public, including without limitation any mitigation of hazardous substances (lead paint, asbestos), air quality monitoring, etc.;
- The Consultant shall be responsible for obtaining all permits necessary to implement the Program, including without limitation a Temporary Place of Assembly (“TPA”) permit;
- The Consultant shall be responsible for obtaining all required insurance policies including but not limited to insurance for the Property, art to be exhibited, and persons on the premises. Each policy of insurance required to be carried, except workers’ compensation/employer’s liability, shall contain a provision that no act or omission of the Consultant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained by the City of New York, NYCEDC, or Apple Industrial

Development Corporation. (“Apple”). All policies shall be primary protection and neither the City of New York, nor NYCEDC, nor Apple will be called upon to contribute to a loss sustained by the Consultant, NYCEDC, or Apple;

- Neither the City of New York nor NYCEDC shall be responsible or liable in any way for the security of the Consultant’s property on the Property during the Program;
- To the extent that the Consultant makes use of utilities at the Property, the Consultant shall reimburse the City of New York for its use thereof during the permitted period and only to the extent that the City of New York provides the Consultant with copies of any bills or invoices from the utility provider evidencing the Consultant’s use;
- The Consultant shall forever defend, indemnify, and hold harmless the Permitter (e.g.: the City of New York), NYCEDC, and Apple, and their respective representatives and employees from any and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments of whatever kind or nature, known or unknown, contingent or otherwise (“Losses”), arising out of or related to the agreed use of the Property for the permitted term. All policies of insurance required, except workers’ compensation/employers’ liability, shall contain a written waiver of the right of subrogation with respect to all of the named insureds and additional insureds, including the City of New York, the NYCEDC, and Apple;
- The Consultant shall, at its sole cost and expense, comply with and observe the provisions of its Permit and any and all laws, rules, regulations, requirements, ordinances, resolutions and orders of the City of New York and of any and all administrations, departments, bureaus, and boards of federal, state, and local authorities (“Laws”) applicable to the Permit, the Property, and/or the use of the Property.

III. The Services

Although the Consultant is expected to adhere to the outlined Tasks and Program timeline, the Consultant may suggest alternative approaches to the Program and additional tasks it deems necessary to effectively achieve the Program objectives. Such alternative approaches may include, but are not limited to, flexibility in the selection of the Properties, the number of artists to be showcased, and the format of the kick-off event. If an alternative approach is accepted, the Services shall be amended to reflect such changes.

All deliverables shall be submitted to NYCEDC in both written and electronic format in draft form after completion of each task. The Consultant shall be subject to all applicable rules and regulations and subject to NYCEDC background investigations.

In consultation with NYCEDC, the Consultant shall implement the following four tasks:

Task 1: Program proposal

- Task 1.1 Develop a detailed program that outlines the Consultant’s proposal to curate the artists’ exhibitions, which shall include but not be limited to: program concept and structure; selection criteria and quantity of participating artists; duration and schedule of artwork display; exhibition design, construction, installation, and de-installation; responsible party for insurance, liability coverage, and security; and responsible party for obtaining required permitting and approvals from local authorities as necessary and applicable.
- Task 1.2 Develop an overall timeline for the Program (from Contract Start Date to Final Completion), including time required to obtain permitting and approvals, timing of

exhibitions, solicitation of artists, advertising of the events, preparation of Property for the event, etc.

- Task 1.3 Submit an overall Program Budget which shall include a breakdown, by sources and uses, of the planning and implementation costs of the Program.
- Task 1.4 Provide resumes/bios of the proposed Consultant team which may include the firm's staff, and qualifying individuals, organizations, and/or associations (i.e., curators, designers, installers, local BID's, local artist groups, etc).
- Task 1.5 Develop success metrics, and provide methodology behind the analysis measuring the success of each exhibition and the Program's overall success. Sample metrics may include: number of professional relationships and business opportunities resulting from the Program; and exhibition attendance.

Deliverable: A submission that provides a detailed outline of the Consultant's Program proposal which shall include the Program, budget, timeline, Consultant team list, success metrics, and relevant assumptions.

Task 2: Program participant outreach and recruitment

- Task 2.1: Through a public Request for Proposal (RFP) process, develop and issue a solicitation for creative work proposals to be submitted by New York City-based visual artists. The RFP should note that all art is to be exhibited on City property, may be subject to City approval, and should therefore be appropriate for an audience of the general public.
- Task 2.2: Develop and implement a plan to market and advertise the Program and RFP to potential artist participants, including individual artists, local artist groups/associations, etc.
- Task 2.3: Provide outreach and recruitment services to potential artist participants, including without limitation: to screen, interview, answer questions of potential participants, confirm and contract with final program participants. Establish selection criteria of potential participants and proposals; selection criteria shall take into consideration the content, safety and durability issues of displaying creative work in public spaces and Properties defined above.

Deliverable: A Request for Proposal publicly soliciting work proposals from NYC-based visual artists, a marketing plan to advertise the RFP and the Program to potential artist participants, a detailed description of outreach and recruitment services, and a final artist participant list.

Task 3: Program Implementation

- Task 3.1: Manage, coordinate, and implement the Program, including without limitation:
- i. Overall Program Management
 - Manage Program costs and adhere to Program budget;
 - Manage and coordinate Program-related staff and participating visual artists;
 - Liaise with the general public; manage inquiries related to the Program.
 - ii. Exhibition program

- Plan and schedule exhibitions of participating visual artists at each property, and provide on-site coordination (e.g.: arrival and departure of materials and art work on-site, etc.);
 - Provide curatorial services needed to produce the scheduled exhibitions, such as conceptualization, research, selection of work, promotional writing, construction, and installation; services should include both installation and de-installation
 - Secure location for the exhibitions, satisfying without limitation all applicable City rules, regulations, and permitting requirements specific to each property (e.g.: Temporary Place of Assembly permit, fire alarm/guard, on-site security, insurance, waiver of liability, etc.);
- iii. Exhibition promotion and networking opportunities
- Develop and implement a plan to promote and advertise scheduled exhibitions to the general public, communities of NYC artists, gallerists, collectors, industry and media people throughout the term of the Program; promotion of the Program and exhibitions may include without limitation: advertising, receptions, press packets, invitations, and brochures.
 - Develop and implement, at minimum, one kick-off reception intended as:
 - i. a marketing effort for the Curate New York City series; and
 - ii. a social networking event for communities of NYC artists, gallerists, collectors, industry and media people.

Deliverable: The Exhibition program and promotion plan

Task 4: Final Report

Task 4.1: Analyze the success of each exhibition and the Program's overall success by using metrics and methodology developed in Task 1.5.

Task 4.2:

- i. Prepare a first draft report of findings (including an executive summary, which can be reproduced as a stand-alone document, along with the detailed Program outline and description) for NYCEDC review.
- ii. Following review and approval by NYCEDC and the incorporation of any required changes, Consultant shall submit and present a final written report of findings on or before the Final Completion Date. This report must be submitted in hard copy and electronic format. All supporting documentation, including, without limitation, notes, interview summaries, and reference materials, shall be included in appropriate appendices.

Deliverable: Final report of findings in electronic files, and printed, bound, color documents (10 copies); format to be determined.

Exhibit B

Agreement (the “**Agreement**”) dated as of the date of the last signature below, between New York City Economic Development Corporation (“**NYCEDC**”) and _____ (“**Consultant**”). The parties agree as follows:

1. **Services to be Provided** The Consultant will perform the services described in Exhibit A (the “**Services**”). The Consultant agrees to perform all Services in a professional manner in accordance with the standards and practices that are customary for such Services in the New York City Statistical Metropolitan Area.

2. **Term** The term of this Agreement is from _____ through _____. NYCEDC shall have the right to delay, postpone or suspend the Services, or any portion thereof, immediately or upon a specified date, for a period of not more than ninety (90) days, upon notice to the Consultant, for any reason deemed by NYCEDC to be in its interest. Any such delay, postponement or suspension shall not give rise to any cause of action for damages against NYCEDC or The City of New York (“**City**”). The Consultant’s time for performance of the Services shall be extended for the period of the delay, postponement or suspension. This Agreement may be earlier terminated by NYCEDC on three calendar days’ notice, for any reason whatsoever.

3. **Compensation** There shall be no compensation for the Services provided under this Agreement.

4. **Work Product** The Consultant acknowledges and waives the Consultant’s statutory and moral rights, including but not limited to rights of attribution and integrity, regarding any work product that is produced by the Consultant pursuant to this Agreement.

The Consultant represents and warrants that, except for material that is in the public domain and non-original material that is licensed, the work product shall be wholly original material not published elsewhere; shall not violate any copyright, trademark or other applicable law; and shall not constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party. The Consultant agrees to defend, indemnify and hold harmless NYCEDC and the City and their respective officers, officials, agents, members, directors, and employees against any damage or liability arising out of the Consultant’s infringement, unauthorized use, or any other cause of action arising out of the use of any such material.

The Consultant represents and warrants that to the extent that the work product incorporates non-original material, the Consultant shall obtain and provide NYCEDC with copies of all necessary consents, in writing, for the use of such non-original material under this Agreement. Since some licenses for materials may be for a limited duration, the Consultant shall specify, in writing, to NYCEDC all applicable restrictions. The Consultant will notify NYCEDC, in writing, of any changes in such restrictions during the term of this Agreement.

5. **Confidential Information** The Consultant and its employees may have access to or learn of information and records that are not rightfully in the public domain in the course of providing Services under this Agreement. The Consultant agrees that it and each of its employees will treat such information confidentially and not share it with persons other than those directly involved within NYCEDC on the matter that it relates to.

6. Independent Contractor The Consultant is an independent contractor and is solely responsible for the Consultant's actions or inactions. The Consultant is solely responsible for the manner of performing Services under this Agreement. The Consultant is not, and will not be, an agent or servant of NYCEDC or the City by virtue of this Agreement or by virtue of any approval, permit, license, grant, right, or other authorization given by NYCEDC or the City or any of their representatives in connection with this Agreement.

7. Taxes The Consultant is solely responsible for withholding and paying all applicable workers' compensation, disability benefits, unemployment insurance and income taxes with respect to the performance of Services hereunder. The Consultant is also solely responsible for filing tax returns and making any related payments with respect to the performance of Services hereunder.

8. Indemnification The Consultant will indemnify, defend and hold harmless NYCEDC and the City and their respective officers, officials, agents, members, directors, and employees from any and all claims, judgments or liabilities to which they or any of them may be subject because of any negligence or any fault or default of the Consultant, its agents, employees or subcontractors

9. Insurance The Consultant shall purchase and maintain the insurance described in Exhibit C at its own cost and expense.

10. Assignment, Subcontractors The purpose of this Agreement is to secure the Services of the Consultant. The Consultant shall neither subcontract out any portion of the Services, nor assign this Agreement without the express written approval of NYCEDC. NYCEDC may assign this Agreement or NYCEDC's rights hereunder to the City without the consent of the Consultant.

11. Minimum Wages Except for any employees whose prevailing wage is required to be fixed pursuant to Section 220, et seq. and Section 230, et seq. of the New York State Labor Law, which employees shall be paid such prevailing wage, all persons employed by the Consultant or any subcontractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor or services, used in the performance of this Agreement, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Agreement.

12. Compliance With Law The Consultant will maintain the highest standards of personal and business ethics. The Consultant will perform all Services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations, including the MacBride Principles, as set forth in Section 6-115.1 of The City's Administrative Code.

13. Right to Audit and Inspect NYCEDC, its auditors and the Comptroller of the City have the right at all times to audit and inspect the operations and records of the Consultant relating to this Agreement and inspect the Properties.

14. Assistance by the Consultant The Consultant and each of its employees will diligently provide any and all assistance that NYCEDC may require of the Consultant if any claim is made or any action brought relating to this Agreement, whether or not the Consultant is a party. The Consultant agrees that it and each of its employees will cooperate fully and faithfully with any investigation, audit or inquiry conducted by a state or City governmental agency or authority. The Consultant represents that all information provided to NYCEDC concerning the Consultant in connection with any questionnaire or investigation by NYCEDC is materially true as of the date of this Agreement.

15. Notices All notices by either party to this Agreement shall be in writing and directed to the respective address indicated after the signatures below.
16. No Political Activity, Solicitation or Media Communication The Consultant's actions or omissions to act under this Agreement will not include political activity or any activity to further the election or defeat of any candidate for public, political or party office as a part of or in connection with this Agreement. The Consultant may not solicit from NYCEDC employees. The Consultant will forward all media inquiries concerning any matter relating to NYCEDC to the NYCEDC Director of Public Affairs and will not communicate with the media on NYCEDC matters.
17. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof. Any and all claims asserted by or against NYCEDC arising under this Agreement or related hereto shall be heard and determined either in the federal courts of the Southern District of New York, or in the New York State Courts located in the City and County of New York.
18. Corporate Status The Consultant hereby represents and warrants that it: is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization or formation; is in good standing and authorized to do business in the State of New York; has all requisite power and authority to execute, deliver and perform this Agreement; and has duly authorized, executed and delivered this Agreement.
19. Equal Employment Opportunity The Consultant shall comply with all applicable laws relating to non-discrimination.
20. Modification in Writing No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted.
21. Background Investigation Effectiveness of this Agreement shall be subject to Consultant's submission to and clearance of the City's Vendex background investigation (or successor system serving the same function) and/or completion and clearance of the NYCEDC Internal Background Investigation Questionnaire, as appropriate, at least (20) days prior to the commencement date of the transaction. All information provided in the submitted Vendex/Internal Background Investigation Questionnaire regarding Consultant must be true and correct. Other entities referenced herein may also be subject to investigation by Landlord and the New York City's Department of Investigation.
22. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
23. **IN WITNESS WHEREOF**, the parties have duly executed this Agreement.

**NEW YORK CITY
ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: _____

Federal Tax ID Number: 13-2577233

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

Federal Tax ID Number: _____

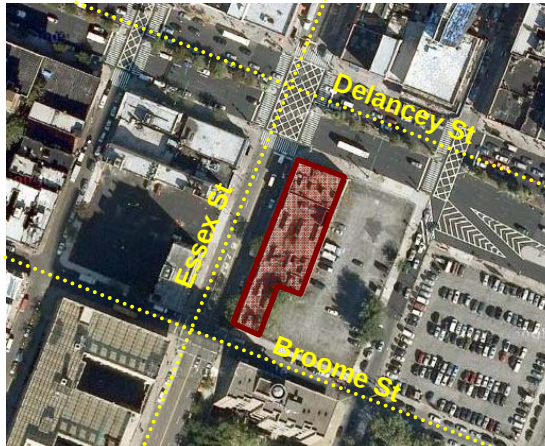
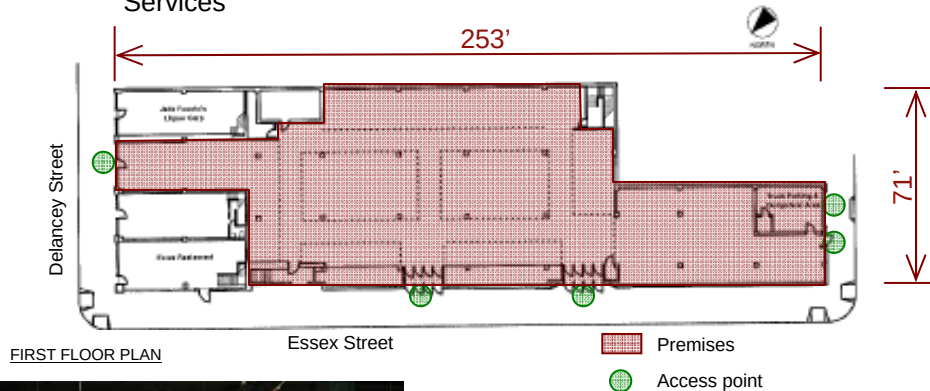
Essex Street Market- Building D

Borough: Manhattan

Block: 352 / **Lot:** 1

Address: 80 Essex Street, New York, NY 10002

Permitter: The City of New York, acting through its Dept of Small Business Services



PROPERTY DESCRIPTION

Constructed in the late 1930s, Building D is a single story concrete / brick building with clerestory windows along the north wall, and skylight windows at the ceiling. The Building is currently vacant.

Available SF: 15,000 SF of the first floor of Building

Excluded areas: all areas not included in the Premises (as shown), such as tenanted areas, stairways, and subway vent shaft

Ceiling height: approx. 20'

Utilities:

- No operable HVAC systems; any necessary cooling or heating would be provided by the permittee;
- Functioning electric service in the Building; any additional capacity would have to be provided by the permittee;
- No lighting or plumbing;
- No functioning restrooms in the Building.

Amenities: None.

Access:

- Permittee access: 5 points of ground level access (as shown), which includes a loading dock at south end of the Building.
- Size of the largest opening: 15' x 15'

Special considerations:

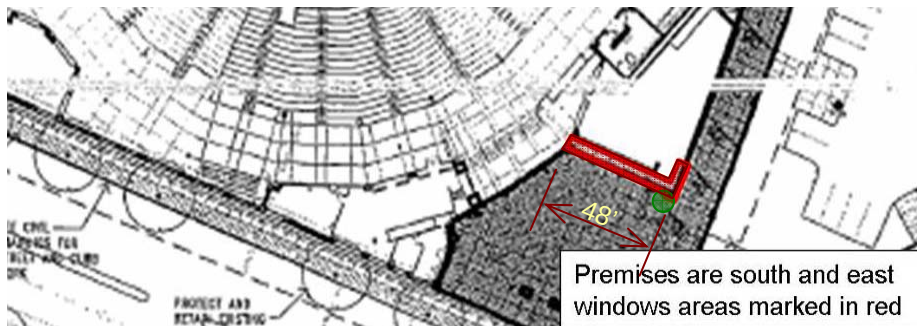
- Asbestos and flaking lead paint are present in the Building (some remediation work was recently done by another permittee);
- No sprinkler or fire safety system;
- Any person allowed to use the Building should be responsible for any air quality testing and/or remediation or mitigation. EDC will oversee the work;
- A Temporary Public Assembly Permit from DOB may be required;

Vacant space at St George Minor League Baseball Stadium

Borough: Staten Island **Block:** 2 / **Lot:** 20

Address: 75 Richmond Terrace, Staten Island, NY 10314

Permitter: The City of New York, acting through the New York City Economic Development Corporation ("NYCEDC") as permit administrator

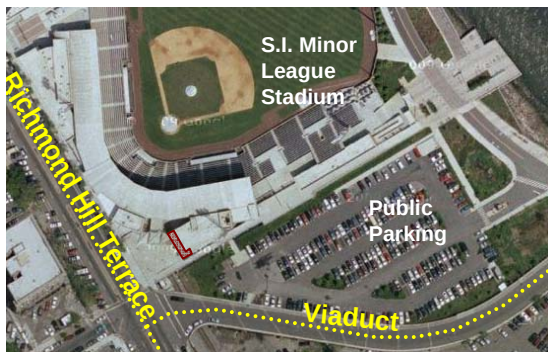


Premises are south and east windows areas marked in red



Ground Level (no public access; viewing from exterior only)

-  Premises
-  Access point



PROPERTY DESCRIPTION

The Staten Island Minor League Stadium is located on the north-eastern tip of Staten Island. It was constructed in 2001 and is the home of the Staten Island Yankees, with views overlooking the New York Harbor. The Building exterior is brick, interior walls are exposed CMU, and flooring is unfinished concrete. The space is currently vacant. Storefront windows are 8' H by 15' W and face the ballpark entrance and plaza.

Available SF: approx. 720 SF (46' x 15') open space at the ground floor of Building, only; 27 LF of window space. Window bay widths vary between 7' and 10'.

Excluded areas: No displays will be allowed 15' beyond the interior face of the windows, and no displays at the 2nd Fl of the Building;

Ceiling height: 9'

Utilities:

- No operable HVAC systems. Any necessary cooling or heating would be provided by the permittee;
- Junction box in the Building, but no electrical outlets;
- No lighting or plumbing;
- Functioning sprinkler system, but no fire alarm.

Amenities: none; no functioning restrooms on the property.

Access:

- Public access: General public may view the artwork from the building exterior only;
- Permittee access: 1 point of ground level access; size of the largest opening at ground floor: 3' x 7'.

Special considerations:

- No public access will be allowed anywhere inside the Building. Permittee will only be allowed access to the ground floor interior of the Building.

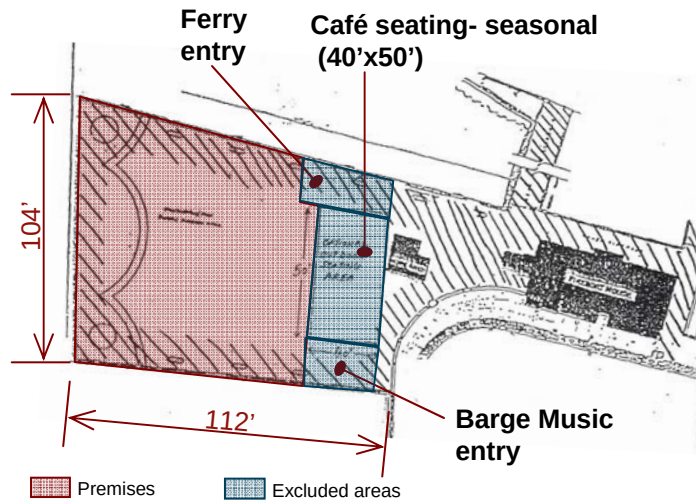
Fulton Ferry Landing

Borough: Brooklyn

Block: 25 / **Lot:** 1

Address: 2 Old Fulton Street, Brooklyn, NY 11201

Permitter: The City of New York, acting through its Dept of Small Business Services



PROPERTY DESCRIPTION

The property is an open public, active wood pier situated at the foot of the Brooklyn Bridge, and next to The River Café. The pier is used by various ferry operators, and the Brooklyn Ice Cream Company (which leases the old FDNY Fire House).

Available SF: approx. 8700 SF

Excluded areas:

- Usage of pier cannot interfere with the seasonal café seating;
- Usage of the pier cannot interfere with the operation and flow of passengers to and from the ferry and Barge Music.

Utilities: none.

Amenities: none; no functioning restrooms on the property

Access:

- Public and permittee access: ground level, 24 hours a day

Special considerations:

- Exposure to the outdoor elements and the general public;
- A Temporary Public Assembly Permit from DOB may be required;
- Certain lighting used on the pier may require permitting and approvals.

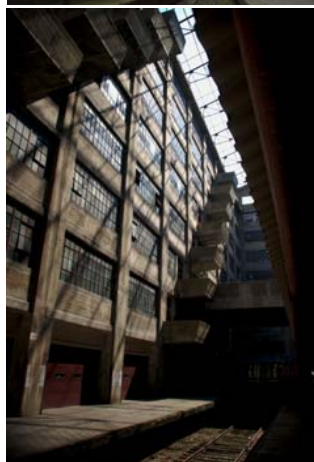
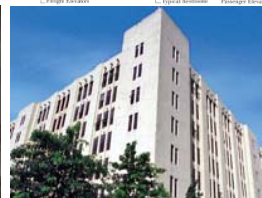
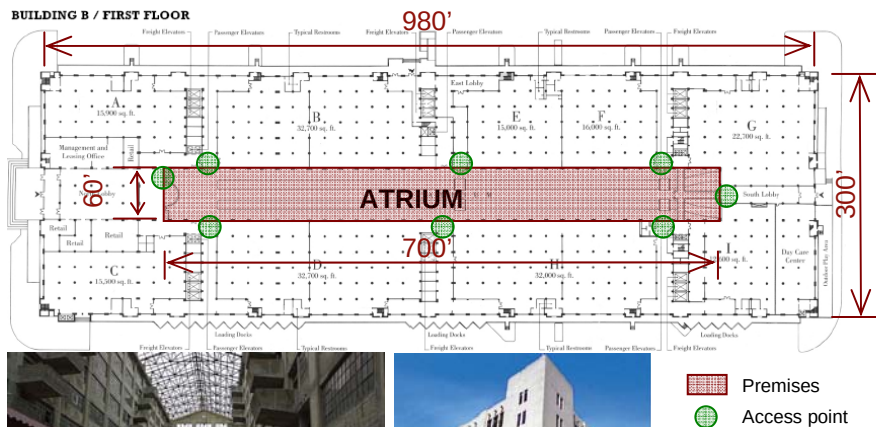
Brooklyn Army Terminal (BAT)- Atrium at Building B

Borough: Brooklyn

Block: 5778 / **Lot:** 1

Address: 140 58th Street , Brooklyn, NY 11220

Permitter: New York City Economic Development Corporation
("NYCEDC")



PROPERTY DESCRIPTION

Constructed in 1919, the available space within Building B is an open-air atrium with two inactive rail lines that run down the middle of the atrium. These rails were previously used to deliver freight when cargo was loaded and unloaded by movable cranes to the different floors via staggered balconies running the length and height of the atrium. The atrium is mainly comprised of concrete walls, floors, and balconies, with a shed covering the center walkway.

Available SF: 42,000 SF

Excluded areas:

- Use of balconies require approval from respective tenants;
- Usage of atrium may not interfere with or impede the public access pathway (i.e. the covered walkway/platform)

Ceiling height: approx. 90'

Utilities:

- No operable HVAC (open atrium)
- Functioning electric service in the atrium; any additional capacity would have to be provided by the permittee.
- Only the covered walkway is lit.

Amenities: Restrooms at the ground floor.

Access:

- Permittee access: 8 points of ground level access.

Special considerations:

- SHPO rules and regulations apply at interior and exterior of the Building. Permanent affixing of materials and modifications to the building are not allowed.
- A Temporary Public Assembly Permit from DOB may be required.

Brooklyn Army Terminal (BAT)- North Lobbies of Bldg A & B

Borough: Brooklyn

Block: 5778 / **Lot:** 1

Address: 140 58th Street, Brooklyn, NY 11220

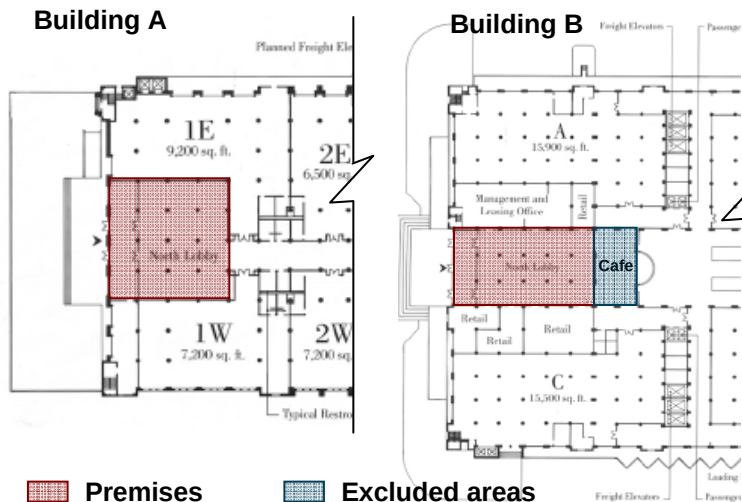
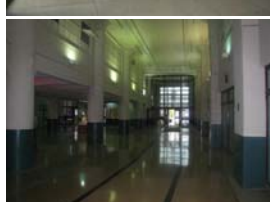
Permitter: New York City Economic Development Corporation ("NYCEDC")



Bldg A



Bldg B



PROPERTY DESCRIPTION

The north lobbies of Building A and B are operational and open 24 hours/ 7 days a week. Building A lobby was renovated in 2008.

- Bldg A. Walls: metal panel trim, and GWB; Flooring: polished concrete/ terrazzo; Ceiling: suspended metal panel.
- Bldg B. Walls: painted concrete; Flooring: concrete/ terrazzo; Ceiling: concrete.

Available SF: 6,400 SF (Bldg A); 7,200 SF (Bldg B)

Excluded areas: see Special Considerations

Ceiling height: 8' (Bldg A); 20' (Bldg B)

Utilities:

- Functioning electric service in both Buildings; any additional capacity would have to be provided by the permittee.
- Heating only

Amenities: public restrooms at the ground floor.

Access:

- Public and permittee access: Ground level access, from 58th St entrance; Size of the largest opening at ground level: 6' x 7', in both buildings.

Special considerations:

- The artwork may not impede the daily use of the lobby space in Bldg A and B, as a common lobby space.
- In Building B, the artwork may not impede or extend into the café retail area (as shown).
- A Temporary Public Assembly Permit from DOB may be required.

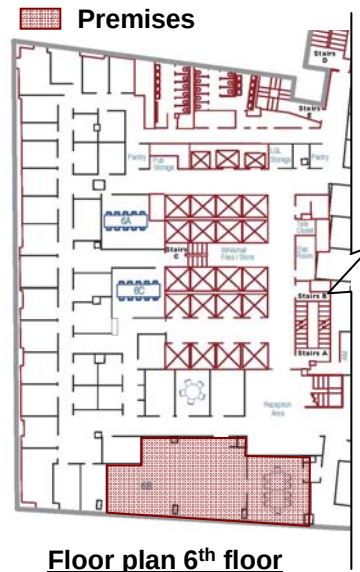
New York City Economic Development Corporation (NYCEDC)

Borough: Manhattan

Block: 77 / **Lot:** 8

Address: 110 William Street, New York, NY 10038

Permittor: New York City Economic Development Corporation
("NYCEDC")



PROPERTY DESCRIPTION

The Class A office space is privately leased by NYCEDC, and is NYCEDC's office space. The available space is conference room 4 A/B (4th Fl) and the President's Office (6th Fl) . Conf. room 4A/B is used for large internal and external NYCEDC functions/ meetings. The President's Office is composed of offices for NYCEDC's senior staff, including a conference room. These areas are used to host internal and external meetings.

- Conf. room 4A/B. Wall: combination of wood panel wainscoting and fabric panels, wall covering, and painted GWB; Flooring: carpet; Ceiling: recessed cove. Windows along John St side.
- President's Office: Wall: painted wall; Flooring: carpet; Ceiling: acoustical ceiling tile, Windows along John St side

Available LF: TBD. Wall hung art work is preferred.

Excluded areas: Artwork may not impede the daily function of the space and primary purpose of conducting the business of NYCEDC.

Ceiling height: 8'

Utilities:

- Functioning electric and HVAC service in both spaces; any additional capacity would have to be provided by the permittee.

Amenities: restrooms at each respective floor.

Access:

- 2 points of access (passenger elevators; freight elevator); Freight elevator dimensions: 8' (H), 6'-6" (W), 5'-3" (D)

Special considerations:

- This property is not available for viewing by the general public; it is only intended for NYCEDC-sponsored meetings.
- Move in materials allowed only during normal business hours (8am-5pm).
- Property manager requires specific workers compensation and certificates of insurance.

