



# Request for Proposals

For The Development, Operation, and Maintenance of a  
Temporary Sports/Recreational Concession at Anchorage  
Plaza, Brooklyn

**BROOKLYN**

**ISSUE DATE:** January 2<sup>nd</sup>, 2024

**SOLICITATION # B223I-O-2023**

City of New York Parks & Recreation

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

Eric Adams, Mayor

Sue Donoghue, Commissioner

Iris Rodriguez-Rosa, First Deputy Commissioner

David Cerron, Assistant Commissioner Business Development & Special Events

Martin Maher, Borough Commissioner for Brooklyn Parks

Alexander Han, Chief of Concessions



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## REQUEST FOR PROPOSALS (RFP)

The City of New York Department of Parks & Recreation (“Parks”) requests proposals for the development, operation, and maintenance of a temporary sports/recreational concession at Anchorage Plaza, Brooklyn. The proposed concession will be located between Washington and Old Fulton Streets, comprising the areas known as Washington Street Yard, Old Fulton Street Yard, and Ash Alley. Parks is looking for creative and comprehensive proposals that are parks appropriate activities; activities may include paddleball and recreational interests, public art or performances, a dog run, food and beverage service, including the option to operate up to three mobile food units, or other Parks-appropriate amenities. All activities at the facility will be subject to Parks’ prior written approval.

## THE TERM

Parks is seeking a concessionaire for one (1) three-year term with up to three (3) one-year renewal options, exercisable at Parks’ sole discretion. No longer term will be considered. This concession will be operated pursuant to a license issued by Parks; no leasehold or other proprietary right is offered.

## PROJECT MANAGER

The Project Manager for this concession is Mallory Mrozinski. All RFP questions and/or inquiries should be directed to her. She may be reached at:

Phone: (212) 360-8230

Email: [mallory.mrozinski@parks.nyc.gov](mailto:mallory.mrozinski@parks.nyc.gov)

Fax: (212) 360-3434



Deaf, hard-of-hearing, deaf-blind, speech-disabled, or late-deafened people who use text telephones (TTYs) or voice carry-over (VCO) phones can dial 711 to reach a free relay service, where specially trained operators will relay a conversation between a TTY/VCO user and a standard telephone user.

Alternatively, a message can be left on the Telecommunications Device for the Deaf (TDD). The TDD number is 212-New York (212-639-9675).

## RFP TIMETABLE

The following schedule has been established for this RFP:

RFP Release Date: January 2<sup>nd</sup>, 2024

Remote Recommended Proposer Meeting: January 9<sup>th</sup> 2024

Proposals Due: February 13<sup>th</sup>, 2024

Remote Proposer Interviews (if any): Week of February 19<sup>th</sup>



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



## RECOMMENDED REMOTE PROPOSER MEETING & SITE TOUR

There will be a recommended remote proposer meeting on January 9, 2024. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting. The link for this remote proposer meeting is as follows: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZT10NWU4NTltZjcyYy00NWU1LTkwOGYtYTliMzk4NWQwZmFk%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%22790e7cbc-73e3-490e-b23f-b0a3a4911202%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZT10NWU4NTltZjcyYy00NWU1LTkwOGYtYTliMzk4NWQwZmFk%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%22790e7cbc-73e3-490e-b23f-b0a3a4911202%22%7d)

Meeting ID: 248 041 536 174

Passcode: mXgfBY

You may also join the remote proposer meeting by phone using the following information:

+1 646-893-7101,,103240348# United States, New York City

Phone Conference ID: 103 240 348#

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site ("Licensed Premises"), which is located at the site bounded by Old Fulton Street & Washington Street. Please see Exhibit B for site plan.

## REMOTE PROPOSER INTERVIEWS

The Selection Committee may decide to meet with certain proposers during the week of February 19<sup>th</sup>, 2024. It is recommended that proposers keep the week of February 19<sup>th</sup> available to meet with the Selection Committee.

If there are circumstances beyond a proposer's or Parks' control and the meeting cannot take place during the week of February 19<sup>th</sup>, Parks will schedule a meeting between the proposer and the selection committee on an alternate date.

## I. PROJECT BACKGROUND

### A. HISTORY & EXISTING CONDITIONS

Anchorage Plaza is comprised of two paved lots, bound by Old Fulton and Prospect Streets to the south and York Street to the north. The lots are connected by a pathway underneath the Brooklyn Bridge known as Ash Alley. The total area of the concession area is roughly 100,000 square feet.

Due to its proximity to the Brooklyn Bridge, Parks had allowed the Department of Transportation (DOT) to use the space at Anchorage Plaza. Both lots will be repaved by DOT prior to the beginning of the license term. The development plan for a new concession feature must include the Proposer's plans to secure the area between the two lots, Ash Alley, from any debris related to the bridge structure, as well as manage and mitigate this problem with DOT.

## II. PROJECT COMPONENTS

### A. OVERVIEW

Parks is seeking proposals for the development, operation, and maintenance of a temporary sports/recreational concession at Anchorage Plaza, Brooklyn. Parks is looking for creative and comprehensive proposals that are parks appropriate activities; activities may include paddleball and recreational interests, public art or performances, a dog run, or food and beverage service, including the option to operate up to three mobile food units, all of which will be subject to Parks' written approval.



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**Operational Plan** Proposers should submit a detailed operational plan for the entire Licensed Premises. This plan should include, but not be limited to, intended use of the concession, hours of operation, services to be provided, any plans to install energy efficient appliances that have the Energy Star seal of approval and/or water conserving appliances, and any plans to use “Green Seal” or other environmentally friendly products or devices, staffing plans, safety and security plans, menu, merchandise to be sold, programming plans, mechanisms to measure customer satisfaction, a detailed list of all proposed fees and prices, and maintenance, snow, rubbish removal, and cleaning schedules. If programming or activations under the bridge are proposed, Parks will consult with DOT on necessary safety-related measures.

All plans, schedules, services, menu items, merchandise, prices and fees, and hours of operation are subject to Parks’ prior, written approval.

**Hours of Operation** All hours of operation are subject to Parks’ prior written approval. At its sole discretion, but based upon written request from Licensee, Parks may allow changes to Licensee’s approved operating hours/schedule. If the request is granted by the Commissioner, the concessionaire will continue to be responsible for all other obligations under the License Agreement, including the payment of all license fees.

**Internal Controls** Throughout the License term, the concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to the City. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a computerized point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. In addition, each of concessionaire’s Special Events must be documented via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment]. The concessionaire must also establish a dedicated bank account for all deposits related to this concession’s revenue. All accounting and internal control-related records shall be maintained for a minimum of ten (10) years from the date of creation of the record.

**Sports/Recreational Concession:** The concessionaire will be required to develop, operate and maintain a sports/recreational concession at the Licensed Premises. All proposed sports/recreational components at the Licensed Premises are subject to the prior written approval of Parks. All proposers should include photos and/or visual schematics of the concession where appropriate. This may include the dimensions and type of individual activations. In no event shall the concessionaire cause any threshold of the major concession rules promulgated by the City Planning Commission, codified in 62 RCNY Chapter 7, to be exceeded, or require the filing of an Environmental Impact Statement.

**Sports Instructors** The concessionaire may provide sports instruction at the Licensed Premises. All instructors must have training and experience in accordance with industry standards that are satisfactory to Parks.

**Merchandise** The concessionaire may also sell merchandise; however, proposers should be aware that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated merchandise. If the successful proposer wants to sell merchandise that uses the City’s trademarks, the successful proposer will be required to purchase merchandise from authorized licensees of the City of New York. Parks will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products or non-park-related events. All prices and merchandise to be sold are subject to Parks’ approval. The Proposer may include plans to vend on the East side of the plaza up to and including the Washington Street sidewalk.

The knowing sale of counterfeit or unlicensed merchandise at this concession will result in the immediate termination of the License Agreement and seizure of the security deposit.

**Public Programming:** Parks encourages proposers to incorporate a programming component into their proposals, (e.g., public art displays, live performances, dog run, play space for children, discounted/free concession services, special programs/accommodations for senior citizens and persons with disabilities, and scholarships for youth in need etc). Parks will look favorably upon proposals that incorporate community programming and youth outreach.

**Food and Beverage Service:** The concessionaire may develop, operate and maintain a food





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service facility at a high standard of quality. The food service facility should make a significant improvement to the ambience the park and surrounding area while providing a convenient service to the public. The exact size and location of the food service facility are subject to Parks' prior written approval. The concessionaire may provide and operate mobile food vending units, subject to Parks Approval (see Exhibit C). Where appropriate, Proposers should submit a menu and price list in their proposals that demonstrates quality, variety, and affordability. Proposers should include some low-cost items on their menus. Parks will view favorably proposals that feature vendors with high quality specialty and artisanal foods, as well as proposals that include local vendors. All prices and menu items are subject to Parks' prior written approval. In addition, the concessionaire has the option to operate up to three mobile food units, **in accordance with the guidelines in the attached Exhibit C**. The Proposer may include plans to vend on the East side of the plaza up to and including the Washington Street sidewalk.

Executive Order 54, signed by the Mayor on February 6, 2020, directs City agencies to end the unnecessary purchase of single-use plastic beverage bottles, defined as a drink, such as water, in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less, and to end their unnecessary sale on City owned or leased property. As such, Parks is phasing out the sale of single use plastic bottles at Parks concessions. **Proposers should be aware that single-use plastic beverage bottles as defined herein will be prohibited for sale at this concession.** Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted.

The concessionaire will be required to maintain adequate inventory to assure a constant supply of food and beverages. Any staff assigned by the concessionaire to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate New York City Department of Health and Mental Hygiene ("DOHMH") permits.

**The concessionaire may only operate the food service facility if he or she has obtained the appropriate, valid permits and authorizations required by DOHMH.**

**DOHMH Information** In addition to a Parks' license, at all times that the food service facility is operating, a staff person with a valid DOHMH food handler's license must be present. To obtain a DOHMH license, contact the Citywide Licensing Center, 42 Broadway, 5th floor, Monday through Friday 9:00am to 5:00pm, or by phone at 311 or 212-New York. Note: Offices are closed during City/Public Holidays. Vendors should be aware that if they are applying for a DOHMH license for the first time, this process can take six weeks or more. Vendors operating without all necessary permits may be subject to fines and/or confiscation of merchandise.

**DOHMH Letter Grades: Food Facilities (i.e. Snackbars, Restaurants, etc.)** Proposers should note that the food facility is subject to a Department of Health and Mental Hygiene letter grading program. (Mobile food units may become subject to a Department of Health and Mental Hygiene letter grading program.) The current program is codified in Health Code Article 81.51 and Chapter 23 of Title 24 of the Rules of the City of New York and is described at:

<http://www1.nyc.gov/site/doh/business/food-operators/letter-grading-for-restaurants.page>

**Food Service Sublicensing Option** Proposers seeking to sublicense food service or other operations for some, or all of the services provided will be required to report total gross receipts generated from food service or other sublicensed operation. If the proposer's fee offer will be in the form of a guaranteed minimum payment vs. a percentage of gross receipts, total gross receipts from food service or other operations must be included in the gross receipts upon which payment to the City is based, unless otherwise approved by Parks. All sublicensees will be subject to the same internal control requirements as the licensee. All terms and conditions of sublicense agreements and operations, including payment to the City, are subject to Parks' prior, written approval.

**Alcoholic Beverages** Alcoholic beverages may be served to complement the food service, provided that the concessionaire obtains the appropriate license(s) from the State Liquor Authority (SLA). Alcoholic beverages may only be served in the immediate vicinity of the Licensed Premises and/or in a cordoned-off area if exterior seating is proposed and must be consumed on the Licensed Premises within designated areas. All efforts must be made to keep alcohol consumption discrete. The operator must keep in mind that this is a public park and the consumption of alcohol should be encouraged only as an accompaniment to the cuisine.

**Tables, Chairs, & Umbrellas** The concessionaire may place tables, chairs, and umbrellas on the Licensed Premises. The exact design, color, placement, and number of all tables, chairs,



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umbrellas, and food service facility equipment are subject to Parks' prior, written approval. The concessionaire must ensure free and open public access to any outdoor seating areas.

**Staff** The concessionaire will be required to have a sufficient number of staff available at the Licensed Premises during regular operating hours to ensure proper operation of the concession. Parks reserves the right to require that all staff wear uniforms that have been approved in writing by Parks.

**Storage** Parks makes no representations that there is adequate storage space at the Licensed Premises. The concessionaire shall be responsible for, at its sole cost and expense, obtaining any additional storage space required for the operation of the concession. The concessionaire shall not store any equipment or supplies at the Licensed Premises without the prior, written approval of Parks. No item shall be placed upon any public space, including the ground adjacent to the Licensed Premises without Parks' prior, written approval. The concessionaire will be required to store all outdoor equipment on a nightly basis and anytime the concession is closed.

**Utilities** Parks makes no representations regarding the adequacy of utilities currently in place at the Licensed Premises. The concessionaire will be required to connect to and/or upgrade any existing utility service or create a new utility system, which may include a generator, and obtain the appropriate permits and approvals. This includes establishing a dedicated meter and/or submeter that captures electricity usage on the licensed premises and an account with Con Edison (or other relevant providers) or providing a generator plan as appropriate. The concessionaire will be required to pay for any and all utility costs connected with the operation of this concession during the License term. These utility costs include, but are not limited to, paying all water and sewer charges that the New York City Department of Environmental Protection ("DEP") assesses for water usage. Concessionaire is strictly prohibited from unauthorized use of utilities used, operated or owned by the City.

**Maintenance** The concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to develop, operate, and maintain the Licensed Premises in good and safe condition and in accordance with industry standards. This includes, but is not limited to, the maintenance and repair of the entire Licensed Premises, all interior and exterior structures, public restrooms, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, paved areas, vaults, gutters, curbs, and fixtures. In addition, all signs and structures on the Licensed Premises must be kept in good condition and free of graffiti. The erecting of any ancillary structures at the Licensed Premises shall be subject to Parks' prior written approval. Proposers should note that Parks will not allow the construction of any permanent structure within the Licensed Premises. Unless otherwise approved by Parks, all structures that a Proposer intends to build, and any other equipment, should be temporary and able to be removed by the Concessionaire. While Parks will endeavor to provide 48 hours of notice, urgent conditions may warrant an immediate removal.

**Lighting** The concessionaire shall be responsible for providing safe lighting throughout the Licensed Premises.

**Snow, Rubbish Removal, & Recycling** In accordance with the operating schedule, the concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of all snow, waste, garbage, refuse, rubbish and litter from the Licensed Premises and the area within fifty (50) feet of the Licensed Premises. The concessionaire will be required to provide adequate and easily accessible waste and recycling receptacles, approved by Parks, and have these receptacles emptied on a daily basis and removed by a private carter. The location and placement of all waste and recycling receptacles is subject to Parks' prior written approval. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. In addition, the concessionaire will be required to demonstrate to Parks' satisfaction, through a detailed maintenance plan, that they will keep and maintain the concession site in excellent condition throughout the license term.

**Signage and Advertising** Licensee will be prohibited from displaying, placing or permitting the display or placement of advertisements in the Premises without the prior written approval of Parks. The display or placement of tobacco or electronic cigarette or non-tobacco smoking product advertising shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted [but Licensee may display signage approved by Parks setting forth its offerings of alcoholic beverages]. The following standards will



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apply to all allowed advertising: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall be prohibited. Advertising of product brands is prohibited without Parks' prior written approval. Any and all signage is subject to Parks' prior written approval. The design and placement of all signage, including signage which includes Licensee's name, trade name(s) and/or logos, is subject to Parks' prior written approval. Licensee will be prohibited from placing advertisements on the exterior of its licensed premises. Any prohibited material displayed or placed shall be immediately removed by the Licensee upon notice from Parks at Licensee's sole cost and expense.

**Naming of the Concession** Any business or trade name which Licensee proposes to use in identifying the Licensed Premises or any part of the Licensed Premises shall be subject to the prior written approval of the Commissioner. All intellectual property rights in the Licensed Premises, and any other names, trademarks, service marks, copyrights, patents, trade names, service names, logos, domain names, identifiers, images and other intellectual property that identify Parks are the property of the City ("City IP"). Licensee may use the name Anchorage Plaza in connection with its operations under this License Agreement only to identify the location of the Licensed Premises, and any other uses of or any other City IP may be only pursuant to a separate written agreement between the City and Licensee.

Parks may require that the City own the portion of any new name selected by Licensee for use at the Licensed Premises that indicates that it is Parks property or uses a preexisting facility name. The City will not own any portion of a new name that consists of the name, portrait or signature of a living or deceased individual or an identifier that is not otherwise associated with Parks' property. Note, Parks may issue a separate Request for Proposals for Naming Rights at the facility or portions thereof. In the event Parks solicits for and selects a proposal for naming rights, Concessionaire shall be required to use the name that Parks selects.

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

**Environmental Considerations** As a protector and provider of green spaces, Parks is deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the Licensed Premises. If certain practices will be phased in, the proposer should provide a timeline.

Parks views favorably proposals that include the following:

- The installation of Energy Star approved appliances and equipment at the Licensed Premises. Proposers should state whether they intend to install products that have the Energy Star seal of approval. Energy Star products and environmentally friendly practices can be found at <http://www.energystar.gov>.
- The use of "Green Seal" eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. A list of "Green Seal" certified products can be found at <https://greenseal.org/products-services/>, and a list of environmentally-friendly products/materials is also available at: <https://www1.nyc.gov/site/mocs/partners/environmentally-preferable-purchasing.page> Proposers should state whether they intend to utilize or install "Green Seal" or other environmentally friendly products, devices, or methods for cleaning and operational purposes. Proposers should also state in their proposals whether they intend to utilize or install energy-efficient LEDs.

Parks also encourages the following:

- The use of chlorine free, biodegradable and/or compostable products such as paper towels, napkins, utensils and plates (if the proposer intends to utilize disposable products for food service at the Licensed Premises).
- The use of environmentally friendly cleaners and the sale of sustainable food products. Proposers can consult the web site of the Green Restaurant Association ("GRA")



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to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information.

- Reducing food packaging and encouraging staff and customers to bring and refill their own reusable water bottles.
- Training staff on environmentally friendly food service practices.
- Utilizing a composting service to dispose of food waste.

**Special Events** Subject to prior written approval from Parks, the concessionaire may conduct special events or programs (e.g., either arranged by Licensee or by reservation of all or part of the Licensed Premises through Licensee by third parties) at the Licensed Premises. Any ticketed (including, but not limited to, payment of a fee at the door) events also require prior written approval from Parks at the Licensed Premises. The concessionaire shall submit to Parks for approval all plans for any events or programs at the Licensed Premises, and in no event shall the Licensed Premises be closed to conduct private activities during public hours of use except when such activities are specifically approved or sponsored by Parks and such a closure has been announced to the public at least two weeks in advance of such activities or events. Concessionaire must document each Special Event via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment. All revenue generated through such special events must be reported to Parks as Gross Receipts.

Parks, acting on behalf of the City, reserves the right to host a number of annual events, without cost to Parks (except as explicitly set forth herein), at the Licensed Premises, including benefits, , and other non-profit or public events. The dates of such events shall be mutually agreed upon by both Parties and shall be reserved in writing not less than one month in advance. During any such Parks Special Event, Licensee shall be obligated to operate the entire Licensed Premises without cost to Parks, however the City will pay for Licensee's costs for food and beverage items or such other operational costs connected with Parks Special Events. Such costs for Parks Special Events must be reported to Parks, but may be excluded from calculation of Gross Receipts.

Up to three times a year, Parks may request, and Licensee shall be required to provide, non-exclusive use of the entire Licensed Premises by way of free sports activities for up to 25 attendees, in order to host benefits, programs and other non-profit or public events, at no cost to Parks.

**Security** Pursuant to a plan approved in writing by Parks, the concessionaire, at its sole cost and expense, shall be responsible for all security at the Licensed Premises year round and shall provide a 24 hour-a-day security system at the Licensed Premises. The concessionaire will be required to secure the Licensed Premises and any other equipment every evening.

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





<b>PROVISION</b>	<b>LIQUIDATED DAMAGES PER OCCURRENCE</b>
Unauthorized Menu Items or Merchandise	\$150

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Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked Exits	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Mobile Unit Leaking Fluids	\$350
Mobile Unit Obviously Damaged or in Poor Repair	\$250
Unauthorized tapping into utilities used, operated or owned by the City	\$350
Equipment or Structure Obviously Damaged or in Poor Repair	\$250
Unauthorized Advertising	\$350
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350
Graffiti, Dirty Unit, Facility or Restroom not maintained	\$350
Unauthorized Vehicular Activity	\$350
Operating without applicable permit(s) or license(s)	\$350
311 sign not displayed	\$250

**Procedure for Appeals of Assessments To Concession License Violations** If an assessment is received for one of the above violations, there is a process by which the assessments may be appealed if the concessionaire feels that the assessment has been assessed in error. The procedure is outlined below:

1. Filing an Appeal

A. If the concessionaire wishes to appeal the assessment, a notice of appeal must be delivered to Parks within ten (10) days along with a statement of reasons why he or she believes the assessment was erroneous. The statement of reasons must be notarized. Any evidence supporting the concessionaire's appeal (such as photographs, documents, witness statements, etc) should also be included.

B. If no appeal is received within 10 days of the date the assessment is mailed, the assessment shall be considered final and charged to the concessionaire's account.

2. Adjudication of Appeal

A. The appeal shall be sent to the Director of Operations Management & Planning, whose office is located at the Arsenal, 830 Fifth Avenue, New York, NY 10065. The Commissioner has designated the Director of Operations Management & Planning to decide on the merits



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of these appeals. The decision of the Director of Operations Management & Planning shall constitute the final decision of Parks.

B. The Director of Operations Management & Planning is authorized to investigate the merits of the appeal, but is not required to hold a hearing or to speak to the concessionaire in person.

**Access to Licensed Premises** The concessionaire will be required to provide Parks with full and free access to the Licensed Premises to ensure Parks' satisfaction with the concessionaire's compliance with the terms of the License Agreement.

**Music & Sound Levels** The concessionaire will be required to comply with all laws, rules and regulations of appropriate agencies, specifically the Department of Environmental Protection (DEP), regarding noise levels, and concessionaire shall be responsible for payment of any and all fees or royalties to the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or such other entity as they may require for such music or music programming. The concessionaire may operate and play sound equipment and music only at a sound level reasonably acceptable to the Commissioner. Outdoor amplified sound will not be permitted past 10pm. Any musical programming or other types of entertainment must be approved by Parks.

## B. CAPITAL IMPROVEMENTS

Parks anticipates a substantial investment from the concessionaire. The concessionaire will be responsible for all costs associated with the development, operation, and maintenance of the Licensed Premises. Parks will view favorably proposals that include "green building" design elements and encourages the use of environmentally friendly products for all repairs and capital improvements. A list of products/materials relating to environmentally friendly practices in City construction projects is available in the *New York City EPP Minimum Standards for Construction Products*. A hard copy of the standards may be obtained from the agency or on the web at: [http://www1.nyc.gov/assets/mocs/downloads/pdf/epp/nycepp\\_construction.pdf](http://www1.nyc.gov/assets/mocs/downloads/pdf/epp/nycepp_construction.pdf).

**Improvements & Major Repairs** Parks is seeking proposals that include the following Improvements and Major Repairs to the Licensed Premises:

- Install utility lines and connections, including electric, plumbing and sewer, as needed.
- Provide, install or construct kiosk, as needed
- Provide landscaping as needed
- Provide new accessible paving as needed
- Provide footing, foundations or platforms as needed
- Provide energy efficient lighting as needed
- Provide ADA access and signage

Unless otherwise approved by Parks, all structures that a Proposer intends to build, and any other equipment, should be temporary and able to be removed by the Concessionaire within 48 hours of notice by Parks.



**Americans with Disabilities Act (“ADA”) Compliance:** The concessionaire shall provide ADA accessibility as required by prevailing code throughout the licensed premises. The concessionaire shall comply with all City, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. The concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

**Permits, Licenses & Approvals:** The concessionaire will be responsible for obtaining all necessary permits, licenses and approvals from all City, State and Federal Agencies having jurisdiction for the operation and maintenance of the Licensed Premises and the performance of all capital improvements at the Licensed Premises. This may include, but is not limited to, obtaining DOB construction permits, DOB Public Assembly Permits, DOB Certificate of Occupancy or Letter of No Objection, approval from the Public Design Commission, DOHMH permits, fire department certificates, DEP permits, New York State Department of Environmental Conservation (NYS DEC) approvals, New York State Historic Preservation Office approvals, and New York City Landmarks Preservation Commission approvals. Additionally, all designs for construction to be performed on the Licensed Premises shall be prepared by licensed architects or engineers and will require prior written approval from Parks. The concessionaire will be required to provide Parks with all plans and specifications upon completion of the construction documents.

**Evaluation of Capital Investment & Design** Please note that Parks will weigh capital investment and design in its evaluation process (for more information, please see the “Proposal Content Guidelines” section). Therefore, please describe all intended capital work and provide cost estimates for this capital work in your proposal submission. In addition, please include a detailed capital/design timetable which clearly outlines proposed improvements and the anticipated duration of each improvement. The timetable may use “phases” as a schedule. Also, please indicate whether you plan to account for environmental considerations in your capital improvement and maintenance plan.

In compiling your capital submission, please be aware that the cost estimates provided in the successful proposal will become a minimum required capital expenditure in the License Agreement and the time frame proposed will become a mandatory capital schedule. In the event the concessionaire performs all capital improvements for less than the minimum required capital expenditure, any excess monies will be remitted to the City as additional License fees. If the concessionaire by the expiration or sooner termination of the License Agreement fails to expend the minimum capital expenditure required up to the date of expiration or sooner termination, the City may also require any unexpended





monies to be remitted to the City as additional License fees. Therefore, please be realistic or even conservative in the investment and time frame you offer. All capital improvements and fixed equipment applied toward the proposer's capital investment become the property of Parks upon installation, at Parks' option. The concessionaire will also be required to supply all additional equipment and materials necessary for the successful operation of the concession. Proposers should differentiate between equipment to be applied towards the minimum required capital expenditure versus personal expendable items in their proposals. Personal expendable items should not be considered capital. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the concession. For example, routine painting and repair of minor wear and tear is considered routine maintenance and would not be accepted as capital investment. Parks reserves the right to determine whether certain repairs and material purchases can be accepted as capital improvements. The concessionaire shall pay for all improvements. As a Parks concessionaire, you may request a sales tax waiver for all sales tax costs associated with the capital expenditures on your Parks concession. Therefore, no sales tax expenses will be accepted as part of capital submissions. Personal expendable items not applied toward the required capital expenditure will remain the property of the concessionaire. These personal expendable items should be listed separately in your proposal under the category of "Additional Investment."

**Certificate of Occupancy** The concessionaire will be required to operate and occupy the Licensed Premises in accordance with all applicable law and shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Licensed Premises in accordance with applicable law, including any necessary Certificate(s) of Occupancy. Concessionaire shall at all times operate the Licensed Premises in accordance with the provisions of any required licenses or permits. In the event that, at the commencement date of the License Agreement, the concessionaire does not have a Certificate of Occupancy because one is not legally required, then the concessionaire shall obtain a "Letter of No Objection" from the DOB. Furthermore, in the event that, at the commencement date of the License Agreement, or at any time during the term of the License Agreement, the concessionaire does not have a Certificate of Occupancy, where required, and does not have a "Letter of No Objection", the concessionaire may conduct its operations in temporary structures that have been approved by Parks. The concessionaire shall obtain any necessary licenses and permits for such temporary structures before the commencement of operations. However, if in such situation, the concessionaire nonetheless chooses not to conduct such operations in temporary structures, then such operations shall not take place unless and until the concessionaire has obtained the necessary Certificate(s) of Occupancy, if required, or "Letter(s) of No Objection." Nothing in this section shall limit the concessionaire's obligation to pay the License Fees.

**Construction Security Deposit & Payment Bond** At Parks' discretion, the concessionaire may be required to provide a construction security deposit, in an amount and format approved by Parks, to ensure that all capital work is completed. If required, this security deposit, preferably in the form of a letter of credit, must be in place before any capital work commences.

To guarantee prompt payment of moneys due to a contractor or his or her subcontractors and to persons furnishing labor and materials to the contractor or his or her subcontractors in the prosecution of any Capital Improvement Project with an estimated cost exceeding two hundred fifty thousand dollars (\$250,000), Licensee shall post a payment bond or other form of undertaking approved by Parks in the amount of one



hundred percent (100%) of the cost of such Capital Improvement Project before commencing such work. Such bond or other undertaking shall be in a form acceptable to Parks. For purposes of this provision, a "Capital Improvement Project" shall mean a set of Capital Improvements that are reasonably related in time and purpose as determined by Parks in its sole discretion.

### **C. DESIGN REVIEW FEE**

For Parks' Design review of the concessionaire's design documents, Parks will charge the concessionaire a fee ("Design Review Fee") which will be a percentage of the total cost of all capital improvements. "Total Cost" of such improvements will be the total amount stipulated in the License Agreement. The fee is 1% of the total cost. Upon signing the License Agreement, the successful proposer will pay the Design Review Fee.

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

1. The concessionaire will be required to develop, operate, and maintain the Licensed Premises as a concession for the use and enjoyment of the general public.

2. The concessionaire will be required to submit a security deposit of 25% of the highest year's guaranteed minimum license fee, which will be required for the duration of the term of the license. This security deposit, which may be in the form of an interest-bearing account or other format approved by Parks, will be due upon signing.

3. Insurance must be in place throughout the entire term of the license agreement. The concessionaire will be required to carry Commercial General Liability insurance in at least One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate, and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance. The Commercial General Liability insurance will be required to name the City of New York, including its officials and employees, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26, and the City's limits will be no lower than concessionaire's. If vehicles are to be used in connection with the concession, the concessionaire shall carry Commercial Automobile Liability insurance in the amount of \$1,000,000 for each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles. The concessionaire shall maintain all-risk property insurance covering all buildings or structures on the property at a value determined by Parks. In the event the concessionaire shall serve alcohol on the Licensed Premises, the Licensee shall carry or cause to be carried liquor law liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and name the City as additional insured. Such insurance shall be effective prior to the commencement of any such service of alcohol and continue throughout such operations. In the event the Licensee shall permit sublicensees or others to serve alcohol on the Licensed Premises, the Licensee shall carry or cause each such person to carry liquor law liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and name the City as additional insured. Such insurance shall be effective prior to the commencement of any service of alcohol by such person on the Licensed Premises and continue throughout such operations. Proposers are on notice that the City may require other types of insurance and/or higher liability limits and other terms if, in the opinion of the Commissioner, the proposed concession warrants it.

*Note in order to encourage contactless submission of documents, if you are the successful proposer, either you or your broker must email all required documents/ insurance certificates to the Office of the Revenue Division.*

4. The concessionaire will be required to submit monthly statements of gross receipts from all categories of income in a format approved by Parks. Within sixty (60) days following the end of each operating year, the concessionaire will be required to submit a detailed income and expense statement for the past year's operation. The concessionaire will be



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required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, as described under "Internal Controls" in Section II(A) above.

5. The concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any federal, state, or city sales taxes which are paid by the concessionaire.

6. The concessionaire will be responsible for regular pest control inspections and extermination, as needed. To the extent that the concessionaire applies pesticides to any property owned or leased by the City, concessionaire or any subcontractor hired by concessionaire shall comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.

7. Prior to the commencement of any construction, the concessionaire shall have an asbestos inspection performed on the existing structures at the Licensed Premises to the extent required by the Department of Buildings or other applicable authority. In the event that asbestos removal is deemed necessary, the concessionaire will remove the asbestos according to City, State and Federal regulations.

8. The concessionaire will be prohibited from cutting down, pruning or removing any trees on the Licensed Premises without prior written approval from Parks. The concessionaire will report dead and diseased trees to Parks and upon Parks' request they will remove them. Any attachments to the trees, such as lights, will not be permitted.

9. The concessionaire will be required to cooperate with Parks during special and other unanticipated events.

10. Smoking of any tobacco product or non-tobacco smoking product or electronic cigarettes is strictly prohibited at the Licensed Premises except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.

11. Pursuant to Parks' policy citywide, the concessionaire will be prohibited from serving any beverages in glass bottles. All beverages will be required to be in non-glass, shatter-proof containers. Also, the use of polystyrene packaging or food containers will be prohibited in the operation of the concession.

12. The selling and/or advertisement of cigarettes, or non-tobacco smoking products, electronic cigarettes, cigars, or any other tobacco products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.

13. The concessionaire will be required to retain a professional licensed engineer or registered architect approved by Parks for design and filings of proposed capital work and to oversee the entire construction project. This supervising architect or engineer will be required to ensure that all construction conforms to the plans approved by Parks' Design Division. Proposers are required to submit the Engineer or Architect's qualifications to Parks for prior written approval.

14. For any vehicle fuel dispensing tanks or underground heating oil storage tanks over 1,100 gallon capacity, the concessionaire will be required to maintain up-to-date Petroleum Bulk Storage ("PBS") registrations with NYS DECS and register such tanks with the DEP. The concessionaire will assume all registration and update costs. The concessionaire must keep a copy of the PBS Certificate on site and provide copies to Parks' 5-Boro Office on Randall's Island, New York. The concessionaire will be required to perform or have performed a tightness test conducted at least once every five years, to comply with Parks monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals or additions of tanks must be pre-approved by Parks. A useful web site for compliance issues

is: <http://www.dec.ny.gov/chemical/287.html>

15. The concessionaire will be required to indemnify the City for claims arising out of the concessionaire's operations under the License Agreement, pursuant to a provision to be included in



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the License Agreement.

16. The concessionaire must obtain the prior written approval of Parks prior to entering into any marketing or sponsorship agreement. In the event that the concessionaire breaches this provision, the concessionaire shall take any action that the City may deem necessary to protect the City's interests.

17. The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Concessionaires of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. Exhibit A, the Paid Sick Leave Law Rider, will be included in any concession agreement awarded from this RFP and will incorporate the PSLL as a material term of such agreement. Please read Exhibit A carefully.

18. The concessionaire agrees to work in good faith to cooperate with Parks efforts to advance Parks-approved volunteering events and programming at or near the Licensed Premises. Parks' concession unit will coordinate these activities with the concessionaire.

### III. THE RFP PROCESS/PROPOSAL PROCEDURE

#### A. PROPOSAL SUBMISSION INSTRUCTIONS

In order to maintain a contactless process as much as possible, Parks is encouraging proposers to submit an electronic proposal. All proposals must be submitted before the due date and time. The following information should be printed on the cover page of the proposal:

**Proposer's Name and Address**

**Solicitation #: B223I-O-2023**

**Proposal Due Date: February 13, 2024**

**The proposal should be e-mailed to Parks Revenue at [Proposals.Revenue@parks.nyc.gov](mailto:Proposals.Revenue@parks.nyc.gov)**

If you are submitting the proposal electronically, you should submit a copy of the check/money order within your proposal. A copy of the postal receipt should be included in the proposal as well. Parks will not be able to verify missing checks without this information. If we cannot make this verification, we will consider it non-responsive.

If you are unable to submit an electronic proposal you may submit an original hard copy proposal to the Parks Revenue Office at the following address:

Office of the Revenue Division City of New York Parks,  
The Arsenal - Central Park  
830 Fifth Avenue - Room 407, New York, New York 10065

You **must** notify the Project Manager by February 6<sup>th</sup> if you cannot submit a proposal electronically and will be submitting it in person, by mail, courier service, etc.

If submitting a hard copy proposal, the following procedures would apply:

The proposal should be typed on both sides of 8 ½" X 11" paper. Pages should be paginated. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <https://www.epa.gov/smm/comprehensive-procurement-guidelines-paper-and-paper-products>). The proposer should state whether its response is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive. No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to Parks' prior written approval. Oversized drawings may be submitted, but must be





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accompanied by 8 1/2" x 11" sectionals or reductions to 8 1/2" x 11". No telegraphic or facsimile proposals will be accepted. The proposal will be evaluated on the basis of its content, not length.

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

**Proposer's Name and Address**  
**Solicitation #: B223I-O-2023 Proposal**  
**Due Date: February 13, 2024**

## **B. PROPOSAL SUBMISSION REQUIREMENTS**

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

1. All proposers must submit a proposal that includes a fee offer for each year of the License term. At Parks' request, proposer shall submit documentation, satisfactory to Parks, demonstrating that it has the financial capability to pay the fees set forth in its proposal. Failure to provide such documentation will result in a determination of non-responsiveness.

2. All proposers are required to submit as a proposal deposit a certified bank check, official bank check, money order, or cashier's check in the amount of \$5,000 with the proposal (payable to NYC Parks & Recreation). Personal or business checks will not be accepted.

3. If you are submitting the proposal electronically, the actual check or money order must be sent to the office of the Revenue Division, City of New York Parks, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, New York 10065 via mail/UPS/FedEX (or other related delivery service) and be postmarked no later than the due date of the proposal.

In the event of the failure of a successful proposer to execute a concession agreement in accordance with the terms of its proposal, the deposit shall be retained by the City unless the proposal has been permitted to be withdrawn. Proposal deposits will be returned to unsuccessful proposers after the concession agreement is signed with the successful proposer.

4. If submitting in person, all proposals must be submitted in a sealed envelope and received in the office of the Revenue Division, City of New York Parks, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, New York 10065.

5. All proposals must be received by February 13, 2024. As previously indicated, you must notify the Project Manager by February 6, 2024 if you cannot submit a proposal electronically and will be submitting it in person, by mail, courier service, etc.

**Proposals and modifications received after the time and date listed above will be considered late, will be returned to the proposer unopened and will not be considered for award, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules.**

6. Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, proposers responding to this solicitation are required to complete the attached Doing Business Data



Form and return it with this proposal and should do so in a separate envelope. (If the responding proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Organizations which hold 10% or more ownership of the entity must now be reported. Beginning in January 2018, an entity must submit a DBDF that certifies whether one or more organizations own or control 10% or more of the entity. Until such a DBDF has been received by Doing Business Accountability, a DBDF submitted with a filing status of No Change will not be accepted. To determine if Doing Business Accountability has received such a certification from your entity, contact [doingbusiness@mocs.nyc.gov](mailto:doingbusiness@mocs.nyc.gov) or at 212-788-8104.

Doing Business Data Form with Agency Name and Transaction ID (i.e. PIN, Contract number, PO number, etc.) filled in, Proposal box checked and Transaction Type Indicated.

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

Each proposal is expected to include the following:

Completed checklist (the form is included at the front of this RFP) as the cover page of the proposal and a completed Doing Business Data Form.

#### **1. Fee Offer**

- The fee offer should state the highest sum each proposer is prepared to pay as a license fee, expressed as guaranteed annual minimum fee versus a percentage of gross receipts, whichever is greater. The City urges that there be an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed minimum fee over the license term.

#### **2. Proposed Capital Investment, Improvements and Design**

- Proposers should submit a detailed timetable describing all design, improvements and capital work. This timetable should clearly outline all intended improvements and investments, the projected cost of these improvements, and the anticipated duration of each improvement. The timetable may use “phases” as a schedule. An approximate time frame for each phase should be included.
- Proposers should submit a plan describing the extent to which proposed capital improvements and investments will take into account environmental considerations.
- Proposers should submit designs of the exterior and interior of the Licensed Premises, including dimensions, photographs and renderings. All final designs of the successful proposer must be approved by Parks and other pertinent agencies in writing before construction can commence.
- Parks will view favorably proposals that include “green building” design elements and encourages the use of environmentally friendly products for all repairs and capital improvements.



### 3. Planned Operations

- Proposers should submit a detailed operational plan for the entire Licensed Premises, including but not limited to [intended use of the facility hours of operation, services to be provided, menu items and merchandise to be sold, a detailed list of all proposed prices and rates, internal controls landscaping plans, maintenance, rubbish removal, and cleaning schedules, safety and security plans, any plans to install energy efficient appliances or appliances that have the Energy Star seal of approval and/or water conserving appliances, and any plans to use “Green Seal” or other environmentally friendly products or devices.] All plans, schedules, services, menu items, merchandise, prices and rates, and hours of operation are subject to Parks’ prior written approval.
- Proposers should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- Parks is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.
- Proposers should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation. In addition to the required four copies of the proposals, Parks requests that the Pro Forma (not the entire proposal) be submitted electronically as an excel file. Excel files must be unlocked and show all formulas and calculations used. **Electronic submissions may be addressed to Project Manager Mallory Mrozinski at [Proposals.Revenue@parks.nyc.gov](mailto:Proposals.Revenue@parks.nyc.gov).**
- Parks will look favorably upon proposals that incorporate community programming and youth outreach. Proposers should specify the number of hours and the number of people served for each proposed program.
- Parks will view favorably the installation of Energy Star approved appliances and equipment, such as vending machines and commercial refrigerators, at the Licensed Premises. Parks will also view favorably proposals that include plans to use “Green Seal” eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint.
- Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community.



### 3. Operational Experience & Financial Capability

Proposers should submit the following documentation demonstrating their operational experience and financial capability:

- A resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the proposal. If any principal owner and/or officer of the submitting entity is currently or has been a principal officer of another entity or entities within the last five (5) years, that entity or entities (including applicable tax identification numbers) should be identified as well.
- A list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability. One of the three references should be from a financial institution that has extended credit to the proposer. Include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.
- A financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
- The intended source of all funds proposed to be invested in the Licensed Premises.

### 5. Integrated Sustainability by Design

a. The fundamental goals of sustainability are to diminish the utilization of non-renewable energy, limit landfill waste, and create healthy, overall sustainable conditions. Proposers should include an organizational plan for sustainability that looks to decrease adverse effects on the climate and improve the overall quality of life of its users. Parks is seeking proposals that include the following, as applicable and feasible:

- enhance site potential through sustainably integrated design (see 5 b. below)
- limit non-renewable energy utilization
- utilize ecologically ideal items (see 5 c. below)
- conserve water
- upgrade indoor natural quality through biophilic designs, which can include incorporating natural materials, natural lighting, vegetation, and other elements of the natural world into the built environment
- optimize all maintenance and operations to follow concepts of sustainability

b. Proposers should identify each portion of the site that can be improved through sustainably integrated design and provide design plans, with labels and explanations, accordingly. Parks is seeking proposals that include sustainable technologies such as:

- Use energy-efficient lighting & appliances
- Install motion-activated fixtures and lights





- Use low-pressure faucets and water closets, etc.
  - Increase permeable surfaces
  - Incorporate Storm Water Management, including adding rain garden, if feasible.
  - Reduce paved surface areas by adding new landscaping in and around parking lots
  - Install or convert building systems including Heating Ventilation and Air Conditioning to high efficiency, electric or sustainable systems
  - Use locally sourcing materials
  - Using sustainable/recycled materials
  - Include a Comprehensive Waste Management Plan, including recycling program and composting, if feasible.
  - Plant new deciduous trees, green roofs and landscaping to provide shade and reduce heat islands
  - Install bike racks
  - Provide electric charging stations for vehicles and maintenance equipment
  - Utilize electric vehicles and maintenance equipment
- c. Proposers should include a plan for integrating sustainability into everyday operations such as:
- Sustainability measurements, analytics, and performance reviews
  - A sustainable leadership system to ensure an operation that is sustainable at its core (via employee training or workshops)
  - A detailed plan for phasing out plastic usage and single-use items
  - “Clean” or “green” cleaning products to ensure cleaner (water) run-off for the surrounding community
  - Sustainable soaps, toilet paper, hand dryers (rather than paper towels), low- pressure faucets, etc. for patrons
  - A plan to organize composting or partner with a composting entity to ensure minimal trash to landfills

PLEASE NOTE: All proposals should indicate how the proposer became aware of this concession opportunity (e.g. newspaper ad; mailing list, Parks website, etc).

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

Proposals will be evaluated by a selection committee composed of a minimum of three (3) Parks employees or Parks and other City employees, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria listed below. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

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

In evaluating proposals, the Selection Committee will use the following criteria:

Capital Investment, Improvement and Designs: see Section III (C) (1) (30%)

Planned Operations: see Section III (C) (2) (30%)

Operating Experience & Financial Capability: see Section III (C) (3) (20%)

Fee Offer: see Section III (C) (4) (10%)

Integrated Sustainability by Design: see Section III (C) (5) (10%)



## **B. EVALUATION PROCEDURES**

Parks will only consider proposals that meet satisfactory levels of the above criteria. The City is not required to accept the proposal that includes the highest fee offer. Parks' acceptance of a proposal does not imply that every element of that proposal has been accepted.

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

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

Parks reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the City of New York to do so.

Proposers are advised that Parks has the option of selecting the proposer without conducting discussions or negotiations. Therefore, proposers should submit their best proposals initially, since discussions or negotiations may not take place.

Proposers are also advised that the award of this concession is subject to applicable provisions of federal, State, and local laws and executive orders requiring affirmative action and equal employment opportunity.

Proposers have the right to appeal a determination of non-responsiveness and/or non-responsibility and have the right to protest a solicitation and award as specified in Chapter 1 of Title 12 of the Rules of the City of New York.

All RFP submission materials become the property of the City of New York and Parks. Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law.

Parks is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by Parks. (See Public Officers Law, Sections 87 and 89). Individuals or firms that submit proposals to Parks may request that Parks except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If Parks grants the request for exception from disclosure, Parks shall keep such proposal or portions thereof in secure facilities.

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

Proposers should be aware that this concession will be developed and operated pursuant to a License Agreement issued by Parks. Notwithstanding any language contained herein, the



license agreement is terminable at will by the Commissioner at any time. In the event this agreement is terminated, Parks will not reimburse licensee's unamortized capital improvement costs.

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

Technical addenda issued by Parks will be the only authorized method for communicating clarifying information to all potential proposers. Proposers should contact the agency before submitting a proposal to verify that they have received any addenda issued. Proposers shall acknowledge the receipt of any addenda in their proposal submissions.

Proposers should be aware that, upon Parks' request, proposer(s) will be required complete an online Procurement and Sourcing Solutions Portal (PASSPort) Vendor and Principal Questionnaires (formerly known as Vendor Information Exchange System (VENDEX) forms) to the Mayor's Office of Contract Services (MOCS). In addition, any person or entity with at least a 10% ownership interest in the submitting vendor (including a parent company), is required to complete PASSPort Questionnaires (Principal Questionnaire for any person and Vendor Questionnaire for any entity with at least a 10% ownership interest in the submitting vendor). The concession award will be subject to completion of the PASSPort questionnaires and review of certain information contained therein by the Department of Investigation. To submit the questionnaires to MOCS, create an account and submit the vendor enrollment package in PASSPort through the NYC website at <http://www.nyc.gov/passport>.

The New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller's Office of Contract Administration, 1 Centre Street, Room 835, New York, New York 10007. This office may be reached at (212) 669-2323.

Sue Donoghue, Commissioner



## EXHIBIT A

### **NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER**

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

#### A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 et seq. (“DCWP Rules”).

2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Contractor must notify (with a copy to DCWP at [ComplianceMonitoring@dcwp.nyc.gov](mailto:ComplianceMonitoring@dcwp.nyc.gov)) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the



ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.<sup>1</sup> Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

- a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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<sup>1</sup> Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars





during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

- c. closure of such employee's place of business by order of a public official due to a public health emergency;
- d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or
- e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:
  1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
  2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
  3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
  4. to file a complaint or domestic incident report with law enforcement;
  5. to meet with a district attorney's office;
  6. to enroll children in a new school; or
  7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by



the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*



1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to



employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

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### EXHIBIT B

#### Anchorage Plaza Concession Area



 = Potential Concession Area

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## EXHIBIT C MOBILE FOOD UNIT REQUIREMENTS

**Menu** Parks envisions high-quality specialty Mobile Units that give Park patrons places to stop and enjoy the scenery, while enjoying top quality food. Parks will view favorably menus that are inventive and interesting, serve a variety of options beyond hot dogs and pretzels, and that include healthy food choices. The food and service provided must be of high quality, yet affordable. Proposers should submit a menu with their proposals and should include some low-cost food items on their menus. Proposals should include a price for each item to be sold.

Any and all items sold, and prices are subject to Parks' prior written approval. **The selling (specifically at mobile food units) and/or advertisement of alcohol), tobacco products, or non-tobacco smoking products, or electronic cigarettes is strictly prohibited.** Each concessionaire will be required to adhere to and enforce this policy.

Executive Order 54, signed by the Mayor on February 6, 2020, directs City agencies to end the unnecessary purchase of single-use plastic beverage bottles, defined as a drink, such as water, in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less, and to end their unnecessary sale on City owned or leased property. As such, Parks is phasing out the sale of single use plastic bottles at Parks concessions. Proposers should be aware that single-use plastic beverage bottles as defined herein will be prohibited for sale at this concession. Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted.

**Mobile Units** The concessionaire may operate up to (3) non-processing or processing pushcart (herein referred to as "Mobile Units") for the sale of either food and beverages, or such as ethnic foods, specialty sandwiches, salads, desserts, coffee, juice and other non-alcoholic beverages within the Permitted Premises in accordance with the following guidelines:

**Non-Processing Carts** Non-Processing carts, referred to as "pushcarts" herein, are manually propelled carts or barrows which are self-contained service operations used to store, serve, and display food intended for individual portion service. Concessionaires must obtain the appropriate DOHMH Permit for the preparation and sale of non-potentially hazardous, unpackaged foods, e.g. boiled frankfurters and sausages, soft pretzels, nuts, brewed coffee, tea and baked goods. See **Exhibit B** and/or § 6-03 of Chapter 6 of Title 26 of the Rules of the City of New York for additional information.

**Pushcart Size and Equipment** Unless otherwise approved by Parks, pushcarts cannot be more than 6 1/2 feet long and 3 1/2 feet wide including all handles, extensions, and protuberances. If the unit is designed so that the operator stands within the unit, the width of the unit, including its wheels, axles, and other appurtenances may not exceed four (4) feet and six (6) inches. Each pushcart may have a 3' x 3' freezer cart attachment for the sale of ice cream products. NOTE: Unless otherwise noted, if the concessionaire operates in cold weather the concessionaire may substitute the optional ice cream cart with a nut cart up to 3' x 3' in size. Concessionaires may not operate both an ice cream cart and a nut cart at the concession location at the same time.

DOHMH has classifications and requirements related to mobile food vending units. Non-processing pushcarts with current DOHMH permits are exempt from the new regulation until the current DOHMH permit expires. Existing non-processing pushcarts retrofitted to meet these new requirements must pass a DOHMH inspection before they begin operation. Proposers should review these changes to ensure that proposed mobile food units are in compliance with DOHMH standards. A chart of DOHMH requirements may be reviewed in Exhibit B of this RFP. *DOHMH regulations require pushcarts be equipped with wastewater tanks.*

**NOTE: Concessionaires will be prohibited from utilizing processing/cooking grills at non-processing pushcart vending locations. All menu items and prices are subject to Parks' prior written**



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**approval.**

**Processing Carts and Processing Mobile Trucks** Processing carts and processing mobile trucks are Mobile Units that are for the sale of foods that require cooking or any other treatment such as slicing mixing, packaging, or any other alteration that exposes the food to possible contamination. This definition does not include the boiling of hotdogs or heating of pretzels.

Processing carts cannot be more than ten (10) feet in length and five (5) feet in width including all handles and extensions. Processing carts with current DOHMH permits are exempt from the new regulation until the current DOHMH permit expires. Existing processing carts adapted to meet new guidelines must pass a DOHMH inspection before they begin operation.

Concessionaires that use twenty pound (20 lb.) or greater propane tank(s) to fuel grills on a Mobile Food Unit are required to obtain a Certificate of Fitness license from the New York City Fire Department (FDNY). Such propane tank(s) must be inspected and decalated by FDNY before use at the vending location. Violators will be subject to fines and confiscation of propane tanks.

**Non-Processing Mobile Trucks** Non-processing mobile trucks are motorized vehicles utilized for the sale of pre-packaged foods or foods which require limited preparation

**Processing Carts – Menu Items**

Proposers who plan to propose on a vending location that is designated as a processing cart or processing mobile truck vending location should be sure to include a proposed menu with a price list in their proposal submission. All menu items to be sold at a processing cart or processing mobile truck vending location and their prices are subject to Parks' prior written approval. All prices and menu items are subject to Parks' prior written approval. Generally, menu items may include, but are not limited to, hamburgers, empanadas, chicken, gyros, knishes, chips, soft drinks, candy, breakfast items, sandwiches, and other food items.

**DOHMH Information** In addition to a Parks Permit, every participating food concessionaire must obtain 1) a DOHMH Mobile Food Vending Unit permit for the concessionaire's Mobile Food Unit and 2) a DOHMH Vendor License for each person designated as an operator of the Mobile Food Unit. Please note that only a DOHMH licensed mobile food concessionaire may apply for a Mobile Food Vending Unit permit. Both a valid DOHMH license and permit must be submitted to Parks before a proposed concessionaire can operate the Mobile Food Unit.

To obtain a DOHMH license or permit, contact the New York City Licensing Department, 42 Broadway, New York, NY, 5th floor, on Monday, Tuesday, Thursday, Friday from 9:00 a.m. to 5:00 p.m., on Wednesday from 8:30 a.m. to 5:00 p.m. Note: Offices are closed during City/Public Holidays. DOHMH days and hours of in-person transactions may be subject to change. You may be required to schedule an appointment in advance. For up-to-date information, please call 311 or (212) 639-9675, or visit <https://www1.nyc.gov/site/doh/business/permits-licenses.pagehealth> for information on the days and hours of operation.

Concessionaires should be aware that if they are applying for a DOHMH license for the first time, the process can take six (6) weeks or more. Concessionaires operating without all necessary permits may be subject to fines and/or confiscation of merchandise and vending unit(s).



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**DOHMH Vendor License** All persons designated as a Mobile Food Unit operator must have a valid DOHMH Vendor License in order to operate. All mobile food vendors are required to successfully complete a DOHMH course in food protection to receive a new or renewed DOHMH Vendor License.

**DOHMH Mobile Food Vending Unit Permit** All Mobile Food Units intended for use are required to be inspected and permitted by DOHMH. DOHMH Mobile Food Vending Unit permits are only issued when after the Mobile Food Unit intended for use passes a DOHMH inspection. All Mobile Food Units in operation under a Parks Permit must have passed a DOHMH inspection. In order to schedule the Mobile Food Unit for an inspection, you must provide DOHMH with a signed Permit Agreement from Parks and a letter from Parks requesting a DOHMH inspection.

Before Parks issues a written Notice to Proceed and Permit decal, vendors must provide Parks with documentation that the Mobile Food Unit passed DOHMH inspection.

During the term of the Permit, persons that operate a Mobile Food Unit without a valid DOHMH Mobile Food Vending Unit Permit will be instructed to cease operations and will be subject to fines. When warranted, representatives of the Parks Enforcement Patrol (PEP), New York City Police Department (NYPD), FDNY, DOHMH, and other agencies having jurisdiction may confiscate the Mobile Food Unit(s), including merchandise.

Parks reserves the right to require replacement of vending Mobile Food Units that are in poor condition or that do not meet DOHMH specifications and requirements.

**Mobile Unit Specifications & Maintenance** Concessionaires will be required to purchase, supply, or otherwise obtain all equipment, including the Mobile Food Unit necessary for the operation of this concession. Concessionaires will be required to present his/her Mobile Food Unit(s) to Parks for inspection before the Permit Agreement is signed. All Mobile Food Units must be kept in good condition. Parks reserves the right to require replacement of Mobile Food Units that are in poor condition or that do not meet DOHMH specifications and requirements.

Mobile Food Unit Umbrellas, canopies and other equipment attached to Mobile Food Units shall be of a design and color subject to prior written approval by Parks. Parks expects the concessionaire to utilize Mobile Food Units of a premium quality and design. All umbrellas/awnings must be green and white. In addition, the concessionaire shall repair or replace the above if deemed necessary by Parks. Bids should include a photo or visual schematic of the type of Mobile Food Unit to be used, including the dimensions of the Mobile Food Unit. Mobile Food Units may not extend vending space beyond the confines of the unit. During the term of the Permit, Parks may require the concessionaire to adopt and apply official graphics, art, color(s), and signage to each mobile food unit, canopy, or umbrella at the Premises.

It is necessary to keep Mobile Food Units clean and in good condition. This involves, but is not limited to, ensuring that the Mobile Food Units do not leak any type of fluid, including, but not limited to, water, onto the ground. It is also necessary to keep Mobile Food Units clean and free of graffiti. Mobile Food Units must not be damaged or dented.

No food products or beverages may be stored on the ground or on any surface in the park other than on or in the Mobile Food Unit at the Premises.

**Permit Decal** The license agreement shall become effective upon the vendor's receipt of a written Notice to Proceed. A License Decal and 311 sign for each Mobile Unit and a Notice to Proceed will be presented to the concessionaire after registration of the license agreement. A vendor shall not commence the operation of a Mobile Unit until the concessionaire has received the Notice to Proceed, License Decal(s) and 311 sign(s) from Parks. Parks will provide a new License Decal for each Mobile Unit to the concessionaire at the beginning of each year of the License term, provided that the concessionaire is in



NYC Parks

compliance with the terms of its license agreement. **A replacement fee of \$100.00 will be charged to any vendor who loses its License Decal.**

**DOHMH Letter Grades: Mobile Food Units Only**

Proposers should note that the Mobile Food Vending Units, trucks and carts, or both, of concessionaires became subject to a DOHMH letter grading program on December 10, 2018. It is similar to the current program for restaurants which is codified in Health Code Article 81.51 and Chapter 23 of Title 24 of the Rules of the City of New York and is described at

<https://www1.nyc.gov/site/doh/business/food-operators/mobile-and-temporary-food-vendors.page>

Note: To review all NYC DOHMH rules and regulations on mobile food vending, please visit their website at <https://www1.nyc.gov/assets/doh/downloads/pdf/rii/rules-regs-mfv.pdf>. For information on operating a mobile food concession safely and legally, please review the “What Mobile Food Vendors Should Know” guidebook at <https://www1.nyc.gov/assets/doh/downloads/pdf/rii/regulations-for-mobile-food-vendors.pdf>.

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### Checklist of Items to be Included in the Proposal

Please circle or fill out where applicable and include this form as the cover page of your proposal

**Name of Proposer** \_\_\_\_\_ **Solicitation #**  
**B223I-O-2023**

Yes/No	
Yes/No	<p>You have included the following information:</p> <p>Proposer's Name _____ Address _____</p> <p>Solicitation #: <u>B223I-O-2023</u></p> <p>Proposal Due Date and Time: _____</p>
Yes/No	If submitting a hard copy proposal, you have submitted four (4) copies of your proposal
Yes/No	<p>You have submitted a fee offer for each year of the License term as follows:</p> <p>Year 1 _____</p> <p>Year 2 _____</p> <p>Year 3 _____</p> <p>Option year 1 _____</p> <p>Option year 2 _____</p> <p>Option Year 3 _____</p>
Yes/No	<p>You have submitted as a proposal deposit a certified bank check, official bank check, money order, or cashier's check in the amount of (\$5,000) with the proposal (payable to NYC Parks &amp; Recreation) (No Personal or business checks).</p> <p>If submitting the proposal electronically, you should have included a copy of the proposal deposit along with the postal receipt used to send out the deposit.</p>
Yes/No	You have submitted a resume or detailed description of your professional qualifications
Yes/No	You have included a list of at least three (3) recent relevant references
Yes/No	You have submitted a detailed operational plan for the entire Licensed Premises
Yes/No	You have included a financial statement or statements prepared in accordance with standard accounting procedures.
Yes/No	You have identified the intended source of all funds proposed to be invested in the Licensed Premises
Yes/No	You have submitted four copies of a Doing Business Data Form
Yes/No	You have acknowledged the receipt of all addenda that have been issued by Parks for this solicitation