



Request for Proposals  
Catering Services  
Picnic House  
November 30th, 2022

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## Introduction, Goals, and Timeline

The Prospect Park Alliance (hereinafter “PPA”) requests your proposal for catering services at the Picnic House in Prospect Park. PPA seeks multiple experienced caterers (hereinafter “Caterers”) and would look favorably upon Caterers who can provide a diverse range of options including but not limited to halal, soul, and Caribbean food. Caterers must have outstanding credentials, a dedication to quality, and an ability to market the Picnic House to their client bases and potential renters. The revenue generated from rentals at the Picnic House is instrumental in helping to support the PPA mission; to sustain, restore and advance Prospect Park to benefit the diverse communities served, in partnership with the City of New York.

PPA is seeking a preferred relationship for the Picnic House to create a new list of 5 to 10 diverse caterers for our catering list.

PPA invites you to a Bid Meeting and Tour at the Picnic House in Prospect Park (directions are included as a separate attachment) on Tuesday December 13th, 2022 to tour the facility, review this Request for Proposal (hereinafter “RFP”) and ask questions. Please limit your group to no more than three individuals for this meeting. Attendance at the Bid Meeting and Tour is highly suggested, and an RSVP is required if you plan to attend. RSVP to [kjoseph@prospectpark.org](mailto:kjoseph@prospectpark.org).

PPA has identified the following critical dates:

Bid Meeting and Tour:	<b>December 13th, 2022 (RSVP required)</b>
Written Questions due:	<b>December 16th by end of day</b>
Bids due:	<b>January 6, by end of day</b>
Short List Notification:	<b>January 13, 2022</b>
Interviews for Bidders:	<b>January 19th and January 23rd, 2023</b>
Contract Award:	<b>Late January</b>
Contract Term Begins::	<b>April 1st, 2023</b>

## Terms

Proposers should be aware that PPA has a concession license agreement, #B73-O with NYC Parks (the "Concession Agreement"). In accordance with the Concession Agreement, the proposer(s) selected by PPA will operate pursuant to a sublicense with PPA. Any resulting agreement between PPA and sublicensee shall be subordinate to that Concession Agreement. A copy of the Concession Agreement may be obtained by contacting Kymberle Joseph at [kjoseph@prospectpark.org](mailto:kjoseph@prospectpark.org). In the event of a conflict between the terms of the sublicense agreement and the Concession Agreement, the Concession Agreement will control.

## Background & History

Designed by Frederick Law Olmsted and Calvert Vaux in the mid-nineteenth century, Prospect Park is one of Brooklyn’s most treasured destinations and a national landmark. The Park attracts more than ten million visits each year.

The Prospect Park Alliance is a nonprofit organization founded in 1987 to restore and maintain Prospect Park after a long period of steady deterioration and decline. PPA preserves the natural environment, restores historic design and provides public programs and amenities for the Park. The Alliance plays a significant role in funding the operating budget that keeps the Park clean, safe and beautiful, and employs three-quarters of the staff that take care of the Park and engage its diverse surrounding communities. Today, Prospect Park is an international model for urban parks, and one of the premier green spaces in the United States.

## The Picnic House

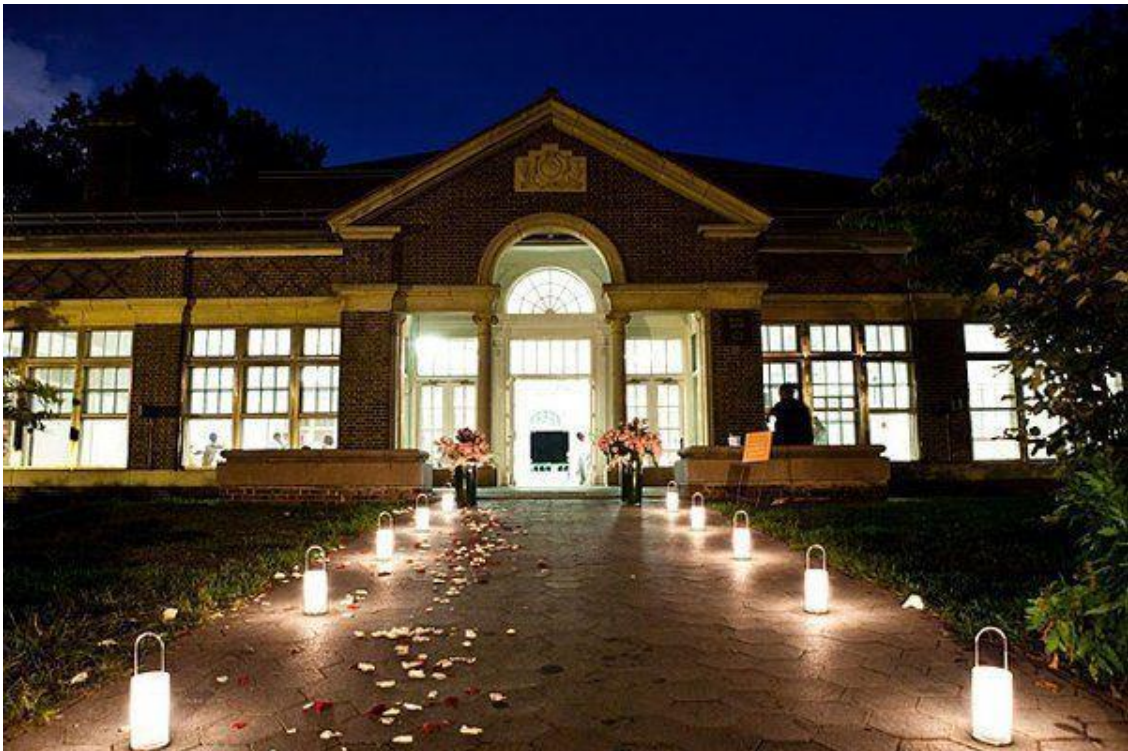
The Picnic House is a unique space in Prospect Park that can accommodate up to 175 guests for a seated dinner and 240 for a cocktail party. The Picnic House features a wood burning fireplace, outdoor space for cocktails and ceremony, air conditioning, a projector and screen and sound system. The lower level of the building has a brand new couple’s suite/green room. Wedding ceremonies can take place on the lawn outside of the Picnic House. Use of this space is included in the rental fee of the Picnic House. It is important to note that the lawn is public space and cannot be screened, tented or sectioned off for private use.

The Picnic House is available for rental during the day and in the evening. The space is rented for eight-hour blocks of time including setup and breakdown. Tables and white garden chairs for up to one hundred and seventy-five guests, wood for the fireplace, an upright piano, podium, privacy screens, coat racks and hangers are all included in the rental fee. The Picnic House is now also used for petite events. A petite event is perfect for an intimate wedding, a bridal or baby shower, or any other special occasion. Petite events have a maximum of 50 people. The petite event booking includes chairs, tables, access to the Picnic House’s working fireplace, and glasses for a champagne toast.

Picnic House	
Space	Square Footage
The Picnic House	3,720
Outside Balcony	171
Lower Level Green Room	140
Prep Space	26.5



Picnic House set for a wedding



Picnic House entrance



Ceremony on the lawn outside of the Picnic House

## Picnic House Clientele

The Picnic House attracts a wide range of renters who reflect the diversity of Brooklyn. Many renters favor DIY approaches to their events while others have larger budgets. Renters often request food that reflects their cultural backgrounds, which might mean everything from Korean to Caribbean American to Halal cuisine. One major unifying theme for renters is Prospect Park – many of them live nearby, grew up going to the Park, and some even met and got engaged in the Park.

## Rental Policies and Rates

Current venue Fees for the rental of the Picnic House are reflected below. PPA keeps venue Fees in their entirety.

	Tuesday - Thursday	Saturday	Friday - Sunday
November - March	\$3000	\$5500	\$4500
April - October	\$4000	\$7000	\$6000

Not for profit organizations receive discounted Venue Fees that vary based on day of week and time of year.

Picnic House Policies:

- Standard rentals are based on eight-hour blocks of time. Clients are permitted to drop off event items one hour prior to their contracted eight hour time block at no additional charge.
- Petite events are based on a four-hour block of time.
- Broadway Party Rental is the current exclusive rental company for the Picnic House. PPA reserves the right to change this relationship at any time at its discretion.
- Amplified sound is not permitted outside.
- Tenting on park grounds is not permitted with the exception of a small tent if the caterer is grilling outside.
- For all rental events, the Alliance will provide a Picnic House Manager as well as staff for security, maintenance and wayfinding.

## Event History

Event history by month for the Picnic House is illustrated in the chart below. Please keep in mind that the numbers are lower than the past due to the pandemic. Below is a chart of the number of rental events from 2019 - 2022.

Full Price Venue Fee Rentals				
Prospect Park Picnic House				
	Wedding	Bar/Bat Mitzvah	Non-Profit	Memorial Service
<b>2019</b>				
January	1	0	0	0
February	0	0	0	0
March	1	2	0	0
April	1	0	1	1
May	4	1	5	2
June	4	0	3	0
July	4	0	1	0
August	2	0	3	0
September	7	0	4	0
October	7	0	4	0
November	5	1	1	0
December	4	0	0	0
<b>TOTAL</b>	<b>40</b>	<b>4</b>	<b>22</b>	<b>3</b>
<b>2019 Total</b>				<b>69</b>
<b>2020</b>				
January				
February	1	0	0	0
March	2	0	0	0
<b>TOTAL</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2020 Total</b>				<b>3</b>



2021				
January	0	0	0	0
February	1	0	0	0
March	0	0	0	0
April	0	0	0	0
May	2	0	0	0
June	2	0	0	0
July	2	0	0	0
August	6	0	3	0
September	9	0	0	1
October	8	0	0	3
November	4	0	0	2
December	0	0	0	0
<b>TOTAL</b>	34	0	3	6
<b>2021 Total</b>				<b>43</b>
2022				
January	0	0	0	0
February	1	0	0	0
March	0	1	1	0
April	0	1	1	3
May	8	1	6	0
June	8	1	3	1
July	7	0	1	0
August	8	0	0	0
September	8	1	0	0
October	13	1	0	0
November	9	0	0	0
December	3	0	0	0
<b>TOTAL</b>	65	6	12	4
<b>2022 Total</b>				<b>87</b>

## Events Booked for 2022 and 2023

The Picnic House has 87 events booked for 2022 that are contracted with the current caterers. Currently, there are 39 events booked for calendar year 2023, all of which will be fulfilled by the current caterers. Until April 1, 2023 PPA will continue to book the Picnic House with the Caterers that are currently on the preferred list. Clients who sign a rental contract after April 1, 2023 will be provided with a list of caterers selected from this RFP process and they will choose their caterer from that list. This list will also be on PPA's website for prospective clients to see.

## PPA Internal Events

PPA hosts park-related internal events at the Picnic House. In recent years, PPA has hosted roughly ten events at the Picnic House that require food and beverage. PPA may make its own catering arrangements for these events, or may negotiate terms with the caterers selected under this RFP. Receptions, staff meetings and membership events are examples of the types of events PPA has held at the Picnic House.

## Prep Area

The Picnic house has a very small prep space (26.5 square feet) that is mainly used as a water source for catered events.

## Parking and Transportation

Limited free public parking is available at the Litchfield Villa lot, a short walk from the Picnic House. In addition, renters receive a maximum of 10 vehicle permits that allow drivers (including vendors and deliveries) to park in the lot adjacent to the Picnic House. The NYC Subway's 7<sup>th</sup> Avenue (F and G lines) and Grand Army Plaza (2 and 3 lines) stops are within 8-15 minute walks of the Picnic House.

## Responsibilities

Each party's responsibilities are as follows.

	Caterer	PPA
Provision of all food and beverage services as outlined in this document	X	
Provision of staff to facilitate food and beverage services as outlined in this document	X	
Response to all client inquiries on a timely basis	X	X
Promotion of venue as an event space	X	X
Touring potential clients at venue		X
Facilitating all event needs including tent rental, china, glass and silver	X	
Liquor license provision (a Catering Permit)	X	
Clean up and removal of trash following events	X	
Insurance as outlined below	X	
Repairs and maintenance to building, plumbing, and electrical unless caused by Provider negligence		X
Public common area maintenance including window washing, re-lamping, and ceiling maintenance		X
Utilities		X
Security for special events, wayfinding and janitorial services		X
Maintenance of calendar system and reservation book for events		X

## Terms, continued

Proposers should be aware that PPA has a concession license agreement with NYC Parks (the "Concession Agreement"). In accordance with the Concession Agreement, the proposer(s) selected by PPA will operate pursuant to a sublicense with PPA. Please email Kymberle Joseph for a copy of the Concession Agreement. In the event of a conflict between the terms of the sublicense agreement and the Concession Agreement, the Concession Agreement will control.

**Financial Relationship:** Caterers will be considered independent contractors with respect to PPA and will pay a 10% commission percentage to PPA on gross food and beverage sales.

**Term and Termination:** The contracts are expected to commence on April 1, 2023 and will end on March 31, 2026 with an option to extend for an additional two years. The contract allows the caterer to book events during the term. PPA understands that some bookings will require fulfillment after the end of the contract term, and that will be permitted. For example, a client might sign a contract on May 1, 2023 for an event that is going to take place in 2027. Caterers who are on the preferred list at the time of the

contract signing (May 2023) will be required to fulfill the event in 2027, even though the event itself is beyond the term of the agreement with PPA. Caterers will be responsible for all losses and damages to the facility resulting from their default, failure, or negligence during event fulfillment.

**Early Termination:** Either party may cancel the agreement by giving ninety days' notice of its intention to do so. PPA may cancel this agreement, with cause, at any time, by giving Caterer thirty days' notice of default and thirty days' notice of termination should such default not be cured.

PPA operates the Picnic House under a License Agreement with the NYC Department of Parks & Recreation (hereinafter "Parks"), under the terms of which Parks may terminate its agreement with PPA at will on thirty days' notice. In the event of such termination by Parks, PPA may cancel its agreement with the Caterer, at will, on twenty days' notice. (The Caterer will be allowed to fulfill existing contracts following the date of termination.)

**Internal Catering Pricing:** PPA is interested in receiving internal catering (catering paid for directly by PPA) that is provided at discounted prices. PPA looks to Caterer to suggest a discount level, which might be either a percentage discount or a cost-plus structure. In the case of a cost-plus arrangement, cost shall be defined as direct costs including food and beverage, direct on site labor and other direct costs such as linen rental or flowers. Costs specifically excluded are any allocations for administrative and general overhead or for corporate level supervision. Internal events that are discounted or subject to the cost-plus-percentage formula are not commissionable. Discounted internal pricing is not a requirement.

**Insurance:** Specific insurance requirements will be a part of the contractual agreement between the caterer and PPA. These requirements will include, but not be limited to, the following: caterers will be required to provide at their own expense commercial comprehensive general liability insurance (including public liability); such liability insurance shall include coverage for Operations-Premises Liability, Liquor Law Liability, Products Liability, Bodily Injury, Personal Injury, Property Damage of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate of all such occurrences in any policy year; Caterers will also be required to maintain insurance coverage for all employees as required by New York State or other applicable law (worker's compensation, employer's liability, and disability coverage); Insurance provided may be met by a combination of primary, excess, or umbrella policies; Insurance carriers must have a rating of "A" or better by AM Best, and PPA and the City of New York shall be named as additional insured's.

Caterers will be required to provide at their own expense commercial automobile liability insurance in the amount of \$1,000,000 each accident for accidents arising out of ownership, maintenance or use of any owned, non-owned or hired vehicles.

The Commercial General Liability insurance will be required to name the City of New York, including its officials and employees and shall name the Prospect Park Alliance, as additional insured's 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 caterer's. 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.

**Alcoholic Beverages:** In order to be compliant with the NY State Liquor Authority, PPA will allow caterers that do not have a full liquor license to let their clients purchase beer, wine or cider; hard alcohol will not be permitted. Caterers with a full liquor license can file for a Caterer's Permit and must purchase alcohol for events from a wholesaler as required by the SLA.

**DOHMH Provisions:** Any staff assigned by Licensee to sell food and beverages to clients must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate Department of Health and Mental Hygiene ("DOHMH") permits where required. Licensee may only provide food service at the Licensed Premises if it has obtained the appropriate, valid permits and authorizations required by DOHMH. At all times that any of the food service operations at the Licensed Premises are operating, staff with a valid DOHMH food handler's license must be present. If Licensee operates without necessary permits and licenses, it may be subject to fines and/or confiscation of merchandise.

**Marketing:** PPA is seeking caterers that can drive sales and support PPA's marketing efforts for the space. PPA expects that each of the caterers will participate in any open houses or promotional events organized by PPA, market the Picnic House on their websites, and work collaboratively to maintain the space for event use. PPA staff will be the main point of contact for booking the venue.

**Trash and Garbage:** Caterers are responsible for the removal of all garbage waste, refuse, rubbish and litter from events. There is a dumpster available on-site. Oils, grease, fats and viscous liquids must be taken off site and disposed of by the caterer. Ice, food, leftover flowers and other event items cannot be discarded in the landscape.

**Janitorial and Cleaning:** Caterer is responsible for cleaning of all spaces, with the exception of the restrooms, immediately following a catered event.

**Utilities:** Utilities will be provided by PPA at no charge.

**Personnel:** All personnel must be neatly attired in uniforms approved by PPA. All culinary personnel must wear hair restraints and gloves while serving food. All personnel must meet standards of conduct required for PPA personnel. PPA will, at its discretion, require background checks for event managers,

sales staff, or other personnel who require independent access to the Picnic House. PPA has the right to request replacement or reassignment of staff who do not meet its standards of conduct or customer service requirements.

**Caterer Reporting:** The Caterers will submit to PPA within 30 days after the end of each month a commission statement certified as current, accurate, and complete by the caterer's CFO or other executive employee. Commission statements must be accompanied by final client invoices and a check made payable to PPA. Caterers must agree to supply information in a format and on a timeline as specified by PPA.

**Records:** Caterer shall use such accounting and internal control methods and procedures and keep such additional books and records as may be reasonably prescribed by PPA, Parks and/or the Comptroller, and PPA, Parks and/or the Comptroller shall have the right to examine the recordkeeping procedures of the Caterer prior to the commencement of the term of the agreement and at any time thereafter, in order to assure that the procedures are adequate to reveal the true, correct and entire business conducted by the Caterer. Caterer shall maintain each year's records, books of account and data for a minimum of ten (10) years after the date of creation of the record.

**Good Standing and Permits:** Caterer is required to represent and warrant that it is in good standing in the state of its incorporation, and is in good standing and qualified to do business in the state of New York. Caterer shall provide copies or other evidence thereof to PPA upon request. Caterers shall acquire, post, and maintain for the life of the contract, in an approved location, all licenses, permits, and other legal documents required by local, county, state, or federal governmental units, including those pertaining to labor. Caterers are expected to adhere to all local, state, and federal labor laws.

**Emergencies:** Caterers shall immediately notify PPA in the event of fire or other emergency by calling the emergency telephone number. Caterers shall develop a site specific emergency plan that trains all employees to respond to fire and other emergencies. Caterers will give prompt written notice of any fire or other damage occurring to the premises and a copy of all notices received by the Caterer of any claim for bodily injury occurring within the building to a designated PPA representative. In addition, the Caterers are required to give prompt notice of any injury sustained by any of its employees, agents, clients, or clients' guests.

**Restrictive Covenant:** Neither PPA nor Caterer may hire each other's employees for a period of one year following separation unless prior written consent is obtained.

**Smoking on PPA Property:** Smoking of any tobacco product, non-tobacco smoking product, or electronic cigarette is strictly prohibited at the Park except in parking lots or on sidewalks along the park perimeter. Caterers shall adhere to and enforce this policy.

**Americans with Disabilities Act (“ADA”) Compliance:** Caterers shall be required to comply with the ADA as applicable. Caterers shall comply with all City, State, and Federal requirements to provide safe and accessible events for everyone, including persons with disabilities. Caterers are encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required. Such accessibility shall be clearly indicated by signs and included in all advertising by Caterer.

**Storage:** Parks and PPA make no representations that there is adequate storage space at the Picnic House. The caterer shall not store any equipment or supplies at the Licensed Premises without the prior, written approval of PPA and Parks. No item shall be placed upon any public space, including the ground adjacent to the Licensed Premises without PPA and Parks’ prior, written approval.

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

- 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. Proposers can consult the web site of the Green Restaurant Association (“GRA”) to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information.
- Training staff on environmentally friendly food service practices.

**Safety:** The caterer will be required to comply with all national safety guidelines and Federal, State and City laws, rules and regulations when hired for an event at the Picnic House.

**Community Relations:** PPA will view favorable proposals that demonstrate an awareness of the role of the caterer as an integral part of the surrounding community. Parks and PPA will view favorable proposals that show a commitment to cooperate with and support park administrators, park users, and the community. PPA will view favorable proposals that demonstrate how the caterer will work with PPA staff to address maintenance issues, and work with area residents to address concerns such as noise and amplified sound levels.

**Customer Service:** Parks and PPA expect the caterer to create and maintain a high-quality experience of customer service for the clients. Parks and PPA encourage proposers to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in each proposal.

**Paid Sick Leave:** 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

## Proposal Requirements & Evaluation

Your proposal should indicate the individual(s) having authority to contractually bind your company and the name and contact information for the person to be contacted during the evaluation of proposals.

### EVALUATION AND SELECTION PROCEDURES

Proposals will be evaluated by a selection committee composed of a minimum of three PPA employees. Contracts will be awarded to proposers whose submissions the selection committee judges best overall based on the criteria listed below.

### PROPOSAL EVALUATION CRITERIA

In evaluating proposals for the Picnic House, the Selection Committee will use the following criteria based on the required sections outlined below:

	Section	
1	Corporate organization, Relevant Experience, and Resources	40%
2	Sales and Client Services	30%
3	Financial	30%

Please organize and tab your proposals in the following sections:

1. **Corporate Organization, Relevant Experience, and Resources:** (A) Please provide a brief history and background of your company and any recent or planned staffing or resource changes. (B) Please describe your approach to food, collaborating with clients, and executing events. (C) Provide a brief history of exclusive and preferred accounts. (D) Please provide references from three to five clients and/or venues you’ve worked with in the past.



2. **Sales and Client Services:** (A) Provide details on any existing client relationships with corporations, religious institutions, non-profits, or schools and how you would steer their business to the Picnic House. (B) Provide sample priced catering menus for a mid-range seated dinner for 150 and a mid-range cocktail reception for 100 at the Picnic House. In your sample proposals please separate out costs for administration, standard rentals (the Picnic House provides 20 60" round tables and 175 wood garden chairs to clients included with the rental), staffing, food and beverage as specified in Exhibit B. Please provide this information by filling in the template in Exhibit B. (C) Provide information on sales staff and personnel assigned to the Picnic House. Indicate staffing methods and sources for catered events. Discuss whether you anticipate using an agency or in-house staff.

3. **Financial:** (A) Include a three year (2019, 2020 & 2021) history of profit and loss statements and balance sheet. (B) Provide a brief history of exclusive and preferred accounts. (C) Provide the number of full service catered events executed in Manhattan, Brooklyn and the surrounding areas for the calendar years of 2018, 2019, 2021 and 2022 year-to-date along with sales for those years.

All proposals must arrive via email no later than **Friday, December 22nd, 2022 by end of day**. An electronic version of your proposal in PDF format to Kymberle Joseph at [kjoseph@prospectpark.org](mailto:kjoseph@prospectpark.org). Each proposal should be contained in a single PDF file, including all required attachments. If file is too large to email, you may alternately send a file link (e.g. Dropbox, Google Docs, Hightail) to [kjoseph@prospectpark.org](mailto:kjoseph@prospectpark.org).

### Questions

Questions will be answered during the bidders meeting on Tuesday December 13th, 2022. Following the bidders meeting additional questions may be submitted electronically by Friday December 16th to:

Kymberle Joseph  
[kjoseph@prospectpark.org](mailto:kjoseph@prospectpark.org)

All questions submitted by bidders will be reproduced, answered and distributed to all bidders.

End of RFP document

## EXHIBIT A

### **PAID SICK LEAVE LAW CONCESSION AGREEMENT RIDER**

#### Introduction and General Provisions

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.<sup>1</sup> Concessionaires of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

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

The Concessionaire must notify the Concession Manager in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, the Concessionaire must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of the Concessionaire.

The Concessionaire is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional 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 Concessionaire can get more information about how to comply with the PSLL. The Concessionaire acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

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<sup>1</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

Pursuant to the PSL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSL may use sick time for any of the following:

- 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;
- such employee’s care of a family member (an employee’s child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee’s spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee’s place of business by order of a public official due to a public health emergency; or
- such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSL. However, an employer may not require documentation specifying

the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, 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 sick time to an employee because of non-compliance with such a policy.

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 sick time was used.

### Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- 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 his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- 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
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

### Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSL.

### Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

### Records

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

### Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

### More Generous Policies and Other Legal Requirements

Nothing in the PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous 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 sick time. The PSSL provides minimum requirements pertaining to 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 sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

**EXHIBIT B**

**150 People  
Seated Dinner**

Served bottled water, sparkling water, red and white wine

Spinach salad with walnuts, grapefruit and avocado

Herb roasted salmon on a bed of Israeli cous cous

Ginger ice cream with candied fruit

Coffee and Tea

Served on china

**Internal**  
**Food and Beverage:**  
**Labor :**  
**Rentals:**  
**Other :**

**Total**

**External**  
**Food and Beverage:**  
**Labor :**  
**Rentals:**  
**Other :**

**Total**

## **EXHIBIT B**

Thank you for participating in the RFP

Use the following two worksheets to provide sample mid-level proposals for the events provided. Please feel free to edit/customize the menus as you see fit - eg:rename menu options/replace with your cuisine. All Picnic House rentals include twenty (20) 60" round tables, three (3) 42" hi-top tables and 175 wooden chairs. Caterers will have to rent silverware, dinnerware, glasses, kitchen and cooking supplies. As a reminder, the Picnic House does not have a kitchen and the caterer will need to create one.