

REQUEST FOR PROPOSALS

Request for Proposals for the Sale of Food and Beverages from the Parade Ground Concession In Prospect Park, Brooklyn, NY

ISSUE DATE: 2/3/23

REQUEST FOR PROPOSALS (RFP)

I. OVERVIEW & OFFERING SUMMARY

OVERVIEW

Brooklyn's backyard and a national landmark, Prospect Park draws 10 million visits per year. Lying in the diverse and vibrant heart of Brooklyn, the Park is one of New York City's premier community gathering spots. In order to enhance the visitor experience for the communities we serve, the Prospect Park Alliance (PPA) seeks proposals for the sale of food and beverage from the concession space at the Parade Ground. PPA hopes to expand food options in the Park, with a focus on interesting, affordable, seasonal and healthy food. Partner with us and contribute to the flourishing food culture of Brooklyn!

PROJECT MANAGER

The Project Manager for this concession is Patrick Kelly. All RFP questions and/or inquiries should be directed to him. He may be reached at:

Email: pkelly@prospectpark.org



If you have a hearing impairment, please call the following toll-free number and leave a message on the Telecommunication Device for the Deaf (TDD). The TDD number is (212) 504-4115.

RFP TIMETABLE

The following schedule has been established for this RFP

RFP release date: 2/3/23

Remote pre-proposal meeting: 3/1/23 at 1:00 PM

Questions due: 3/17/23

Proposals due: 3/31/23

There will be a recommended remote proposer meeting on 3/1/23 at 1 pm. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting.

The link for this remote site meeting is as follows:

<https://us02web.zoom.us/j/89197530798?pwd=TUyYczR0NlhBNnphV3BpdEdiQUo5QT09>

Meeting ID: 891 9753 0798

Passcode: 690699

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

Dial by your location

- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 891 9753 0798

Passcode: 690699

Find your local number: <https://us02web.zoom.us/j/kcGuO2OM6o>

Subject to availability and by appointment only, PPA may set up a meeting at the Parade Ground Concession. Contact the Project Manager, Patrick Kelly, at pkelly@prospectpark.org to schedule a tour of the Concession.

REMOTE PROPOSER INTERVIEWS

The Selection Committee may decide to meet with certain proposers during the week of 4/3/23. It is recommended that proposers keep the week of 4/3/23 available to meet with the Selection Committee.

If there are circumstances beyond a proposer's or PPA's control and the meeting cannot take place during the week of 4/3/23, PPA will schedule a meeting between the proposer and the selection committee on an alternate date.

OFFERING SUMMARY

PARADE GROUND CONCESSION

For the purposes of this RFP, "Parade Ground Concession" shall be defined as the available concessions space at the Parade Ground. Restored by the Prospect Park Alliance, the 40-acre Parade Ground offers baseball, tennis, soccer and football fields for local schools, leagues and clubs for children and adults, as well as basketball, netball, volleyball courts, and a new adult fitness area. The Parade Ground also features the Stewart Playground, the Prospect Park Tennis Center, the Kensington Dog Run, along with ample picnic and seating areas.

Since opening in 2007, the Parade Ground Concession has been used as a seasonal snack bar. The space is suitable for the sale of food, beverages, and merchandise. There is a small kitchen with an exhaust hood as seen in Exhibit A. The Parade Ground Concession is situated between Parkside Avenue to the north and Caton Avenue to the south, and Fields 8 and 9, to the East and West. There is a staff restroom onsite and there are public restrooms available directly across from the building. A map showing the location of the Parade Ground Concession within the Parade Ground can be found in Exhibit B.

The Parade Ground Concession measures approximately 265 square feet. Total indoor occupancy is 6 employees. There are two public facing windows, to the north and south. There is also a storage room and a closet. There is no space for indoor dining. The Parade Ground Concession features a sink with two basins and another sink for hand washing. Pictures of the Concession can be found in Exhibit A. There are public picnic tables located directly in front of the Licensed Premises and additional public seating can be found throughout the surrounding area.

LICENSE AGREEMENT

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. A copy of the Concession Agreement may be obtained by contacting Patrick Kelly at pkelly@prospectpark.org. In the event of a conflict between the terms of the sublicense agreement and the Concession Agreement, the Concession Agreement will control.

All proposers should visit the Parade Ground Concession to ensure it is appropriate for their intended operations. **Tours of the Parade Ground Concession may be scheduled by contacting the Project Manager, Patrick Kelly, at pkelly@prospectpark.org.** The Parade Ground Concession is hereinafter referred to as "Permitted Premises" or "vending location."

THE TERM

All proposals must be for a Five (5) year term with options to renew for up to three (3) additional one (1) year terms. A longer term will not be considered. This concession will be operated pursuant to a Sublicense issued by PPA; no leasehold or other proprietary right is offered.

QUALITY, AFFORDABLE FOOD

The Concessionaire should sell food and beverages that are interesting and reflect the diversity of New York City. Food should be high quality and provide a range of price points to cater to a broad range of customers. The Concessionaire may also sell merchandise appropriate for the park, as approved by PPA and Parks.

DOHMH

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

Any staff assigned by Licensee to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate Department of Health and Mental Hygiene ("DOHMH") permits. 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, a staff person with a valid DOHMH food handler's license must be present. If Licensee operates without all necessary permits and licenses, it may be subject to fines and/or confiscation of merchandise

ALCOHOLIC BEVERAGES

There is no precedent for the sale of alcoholic beverages at the Parade Ground Concession. A successful proposer may apply for the appropriate license(s) from the State Liquor Authority (SLA), but PPA makes no claim that the SLA will grant such license(s). The Parade Ground Concession does not have an enclosed space for the consumption of alcoholic beverages.

Alcoholic beverages may only be served if the concessionaire obtains the appropriate license(s) from the State Liquor Authority (SLA) and provided that the concessionaire follows all city and state laws regarding the sale of to-go alcoholic beverages. 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.

CUSTOMER SERVICE & COMMUNITY

PPA expects concessionaires to maintain a high-quality amenity for the public with exceptional customer service. PPA encourages concessionaires to implement customer service mechanisms that will enhance and maintain the satisfaction of park visitors. Concessionaires are integrated into Prospect Park's community and therefore play an integral role in the park. Concessionaires must cooperate closely with and support PPA, park users, and the surrounding community.

SUSTAINABILITY & ENVIRONMENTAL CONCERNS

As a protector and provider of green spaces, PPA is deeply committed to respecting the environment. Concessionaires are expected to share that commitment and implement environmentally-friendly practices. Practices may include, but are not limited to, minimizing operating waste, the use of energy efficient appliances, non-polluting, low noise generators, the employment of energy efficient and water conservation measures, the use of low toxicity chemicals, and the use of compostable packaging and cutlery.

HOURS OF OPERATION

The Concessionaire may only operate during the hours approved, in writing, by PPA and Parks. The Concessionaire must vacate the Permitted Premises before the Parade Ground closes. Proposers may propose any hours within the Parade Grounds' open hours of 6 AM to 10 PM. **Proposers may propose year-round or seasonal operation.**

II. REQUIRED SUBMISSION MATERIALS

Proposal Submission Instructions

Please submit one (1) electronic version of your proposal in PDF format. Each proposal should be contained in a single PDF file, including all required attachments. If the file is too large to email, you may alternately send a file link (e.g. Dropbox, Google Docs, WeTransfer) to: Patrick Kelly at pkelly@prospectpark.org.

All proposals must be received by 3/31/23.

The following information should be printed on the cover page of the proposal:

Proposer's Name and Address

Proposal Due Date: 3/31/23

The proposal should be e-mailed to pkelly@prospectpark.org.

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

Attn: Patrick Kelly, 95 Prospect Park West, Brooklyn, NY 11215

You must notify the Project Manager by 3/24/23 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.

No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to PPAs' prior written approval. Oversized drawings may be submitted, but must be accompanied by 8 ½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile proposals will be accepted. The proposal will be evaluated on the basis of its content, not length.

The following information should be printed on the outside of the envelope:

Proposer's Name and Address

Proposal Due Date: 3/31/23

PROPOSAL REQUIREMENTS

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

1. All proposals must be for a five (5) year term with options to renew for up to three (3) additional one (1) year terms.
2. If submitting in person, all proposals must be submitted in a sealed envelope and received in the office of PPA.
3. All proposals must be received by 3/31/23. As previously indicated, you must notify the Project Manager by 3/24/23 if you cannot submit a proposal electronically and will be submitting it in person, by mail, courier service, etc.
4. 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.
5. 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.

6. 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 or at 212-788-8104

7. Fee Offer

All proposals must include a fee offer for each year of the operating term including a fee offer for each of the optional three years. 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. PPA does not consider the fee offer to be the most important criteria and will consider low fee offers if the proposal meets or exceeds other qualifications (see below for a breakdown of evaluation criteria). PPA is looking for realistic fee offers that take into account the seasonal and weekend-driven nature of doing business in the Park. At PPA's/Parks' request, proposer shall submit documentation, satisfactory to PPA and Parks, demonstrating that it has the financial capability to pay the fees set forth in its proposal.

PROPOSAL CONTENT GUIDELINES

In addition to a Doing Business Data Form, each proposal is expected to include the following:

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. PPA urges that there be an escalation of at least five percent (5%) per season (compounded seasonally) in the guaranteed annual flat fee over the term. Proposals must state a fee offer for each year of operation, including the renewal options.

2. Planned Operations

- Proposers should submit a detailed operational plan for the location, including but not limited to hours of operation, menu and prices, and staffing plans. All plans, schedules, menu items, prices, and hours of operation are subject to Parks' and PPA's prior written approval.
- Proposers should include a description of how they intend to market and promote the proposed operation.

3. Proposed Design

- Proposers should submit a design and floor plan for the concessions space.

4. Operating Experience

- Proposers should submit a resume or detailed description of the proposer's professional qualifications, demonstrating experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise.
- Proposers should attach 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 and operational capability. 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.

5. Financial Capability

- Proposers should include a financial statement detailing how the proposer intends to fund the proposed operation. Proposers may also be asked at a future date to provide additional documentation, such as Certified Financial Statements, Balance Sheets and Income Statements and tax returns.

III. EVALUATION AND SELECTION PROCEDURES

Proposals will be evaluated by a selection committee composed of a minimum of three (3) PPA employees. 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:

Fee offer: 15%
 Planned operations: 35%
 Proposed Design: 5%
 Operating experience: 25%
 Financial capability: 20%

B. EVALUATION PROCEDURES

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

IV. ADDITIONAL DETAILS AND CONSIDERATIONS

Hours of Operation: The Concessionaire may only operate during the hours approved, in writing, by PPA and Parks. The Concessionaire must vacate the Permitted Premises before the Parade Ground closes. Proposers may propose any hours within the Parade Grounds' open hours of 6 AM to 10 PM. **Proposers may propose year-round or seasonal operation.**

Merchandise The operator/vendors may 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/vendors wants to sell merchandise that uses the City's trademarks, the successful proposer/vendors will be required to purchase merchandise from authorized licensees of the City of New York. PPA and 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 PPA and Parks' approval.

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.

Naming of the Concession Proposers should be aware that Parks may require that the City own the portion of any new name selected by the successful proposer for the Licensed Premises that indicates Parks property or 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 a restaurant identifier that is not otherwise associated with Parks' property. Parks reserves the right to approve of any name selected by the operator for the concession

Drought & Water Conservation Issues The operator will be required to adhere to all DEP directives and restrictions regarding drought and water conservation issues during the License term.

Special Events Subject to prior written approval from PPA and Parks, the operator 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.

Security Pursuant to a plan approved in writing by PPA, the operator, at its sole cost and expense, shall be responsible for all security at the Licensed Premises.

Safety Since safety is of the utmost concern, proposers with prior experience in operating this type of facility or similar facilities should submit their personal and/or company safety record.

Americans with Disabilities Act ("ADA") Compliance The operator shall be required to comply with the ADA in the performance of the license agreement, as applicable.

Identification & Address The successful proposer will be required to present picture identification (such as a driver's license or a passport) and proof of address (such as a utility bill) in order to execute the license agreement. In addition, all proposers will be expected to provide PPA with at least two (2) telephone numbers for contact purposes.

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 operator will be obligated to rectify in a timely fashion.

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

No Exclusive Vending Rights Proposers should note that the license agreement will not grant the operator exclusive rights to sell in the park in which the Licensed Premises are located.

Specifications & Maintenance: The operator will be required, at its sole cost and expense (or through arrangements with third parties), to install, operate and manage the Licensed Premises in good and safe condition and in accordance with industry standards.

Notice to Proceed and 311 Sign: The Sublicense shall become effective upon the Operator(s)'s receipt of a written Notice to Proceed. A 311 sign and a Notice to Proceed will be presented to the Operator(s) after registration of the Sublicense. A vendor shall not commence operations until the Operator(s) has received the Notice to Proceed from PPA. A 311 sign must be posted at all times while the concession is in operation.

Staff: The Concessionaire will be required to have a sufficient number of staff available at the Permitted Premises during regular operating hours to ensure proper operation of the concession.

COVID-19 Safety: The concessionaire must also abide by all New York City and New York State guidelines for COVID-19 safety.

Storage: There is limited storage space available at the Parade Ground Concession. A picture of the storage area is included in Exhibit A.

Deliveries: Deliveries may be received at the Parade Ground Concession by the Concessionaire in a method and at times approved by PPA. Once approved, PPA may issue permits for vehicles to enter the Park with deliveries. Any vehicles entering the Park related to this Concession may do so only with a permit issued by PPA.

Snow, Rubbish Removal & Recycling: During the operating season approved by PPA and Parks, the Concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of snow, waste, garbage, refuse, rubbish and litter from the Permitted Premises. 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 PPA's satisfaction that they will keep and maintain the concession site in excellent condition throughout the Sublicense term.

Signage and Advertising: The Concessionaire will be prohibited from displaying, placing or permitting the display or placement of advertisements without the prior written approval of PPA and Parks. The display or placement of tobacco, 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 the Parade Ground. Concessionaire may display signage approved by Parks and PPA setting forth its offerings of alcoholic beverages. Any and all signage is subject to Parks & PPA's prior written approval. The design and placement of all signage, including signage which includes Concessionaire's name, trade name(s) and/or logos, is subject to Parks & PPA's prior written approval. Any prohibited material displayed or placed shall be immediately removed by the Concessionaire upon notice from PPA or Parks at Concessionaire's sole cost and expense.

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. 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.

Utilities: PPA makes no representations regarding the adequacy of utilities currently in place at the Parade Ground Concession. The concessionaire may be required to connect to and/or upgrade any existing utility service or create a new utility system, 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) 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.

Illegal Vendors: PPA and Parks does not guarantee that illegal vendors, persons unauthorized by PPA or disabled veteran vendors will not compete with the successful proposer or operate near the Permitted Premises. PPA and Parks encourages concessionaires to report illegal vendors by calling 311.

V. ADDITIONAL REQUIREMENTS

1. The Concessionaire will be required to submit a security deposit of 25% of the highest year's annual flat fee, which will be required for the duration of the term of the Sublicense. This security deposit, which may be in the form of an interest bearing account or other format approved by PPA, will be due upon signing.
2. The Concessionaire will be required to carry Commercial General Liability insurance in at least \$1,000,000 per occurrence, \$2,000,000 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 Prospect Park Alliance and the City of New York, including its officials and employees as additional insureds with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26, and the City and PPA'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. If the Concessionaire intends to sell alcoholic beverages, they are required to carry Liquor Law Liability insurance with an aggregate per-location limit of at least two million dollars (\$2,000,000.00) per occurrence. Proposers are on notice that Parks or PPA may require other types of insurance and/or higher liability limits and other terms if, in the opinion of the Commissioner or PPA, the proposed concession warrants it.
3. Within sixty (60) days of the end of each operating year, the Concessionaire will be required to submit an annual statement of gross receipts from all categories of income in a format approved in writing by Parks & PPA. In addition, the Concessionaire must have available, at the request of PPA or Parks, monthly statements of gross receipts, as well as a detailed income and expense statement for the past year's operation. The Concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues.
4. 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.
5. 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 C, 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 C carefully.
6. The concessionaire will be responsible for regular pest control inspections and extermination, as needed.
7. The concessionaire will be prohibited from cutting down, pruning, or removing any trees on the Licensed Premises without prior written approval from Parks and PPA. The concessionaire will report dead and diseased trees to Parks/PPA.
8. Smoking of any tobacco product or electronic cigarette or non-tobacco smoking product 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.
9. Pursuant to Parks' policy citywide, the concessionaire will be prohibited from selling 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.

10. The selling and/or advertisement of cigarettes, cigars, electronic cigarettes or any other tobacco products and non-tobacco smoking products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
11. The concessionaire will be required to obtain and maintain any and all necessary approvals, permits, and licenses for the lawful operation of this concession.
12. The concessionaire must obtain the prior written approval of Parks and PPA prior to entering into any marketing or sponsorship agreement.

VI. OTHER GENERAL RFP CONDITIONS

PPA 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 Prospect Park Alliance to do so.

Proposers are advised that PPA has the option of selecting the proposer(s) 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.

All RFP submission materials become the property of the Prospect Park Alliance.

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. PPA will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation. Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to PPA.

Technical addenda issued by PPA will be the only authorized method for communicating clarifying information to all potential proposers. Proposers should contact PPA 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.

Exhibit A











Exhibit B



EXHIBIT C

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.¹ 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 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.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

¹Pursuant 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.

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 PSLL (“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 PSLL 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 PSLL. 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 PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. 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 PSLL 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 PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, 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 PSLL 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 PSLL 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 PSLL 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 PSLL 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 PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.