

REQUEST FOR PROPOSALS

Request for Proposals for the Sale of Food and Beverages from Mobile Food Units at Various Locations in Prospect Park, Brooklyn, NY



ISSUE DATE: 1/17/24

REQUEST FOR PROPOSALS (RFP)

I. OVERVIEW & OFFERING SUMMARY

OVERVIEW

Prospect Park is Brooklyn's flagship park, welcoming more than 10 million visits each year.

As the non-profit organization that sustains "Brooklyn's Backyard," Prospect Park Alliance provides critical staff and resources that keep the park green and vibrant. PPA also works to welcome and engage visitors from the diverse communities of Brooklyn and beyond by creating innovative destinations within the park for programs, activities, events, and more.

PPA hopes to expand food options in the Park, with a focus on interesting, affordable, seasonal and healthy food. We are looking for an operator with a commitment to partnering with us, providing a unique amenity to Park visitors, and contributing to the flourishing food culture of Brooklyn.

Currently, PPA seeks proposals for the sale of food and beverage from Mobile Food Units at several key locations around the park, including Third Street and Prospect Park West, Bartel-Pritchard Square, the Willink Entrance, the Lincoln Road Entrance, the Parkside Entrance and the Vanderbilt Playground Loop.

PROJECT MANAGER

The Project Manager for these concessions is Patrick Kelly. All RFP questions and/or inquiries should be directed to him. He may be reached at: 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: 1/17/24

Remote pre-proposal meeting: 2/14/24

Questions due: 3/8/24

Proposals due: 3/15/24

There will be a recommended remote proposer meeting on 2/14/24 at 1:00 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://meet.google.com/xgj-cvyn-aju>

Or dial: (US) +1 980-352-0584 PIN: 633 045 913#

More phone numbers: <https://tel.meet/xgj-cvyn-aju?pin=2999612561120>

REMOTE PROPOSER INTERVIEWS

The Selection Committee may decide to meet with certain proposers during the week of 3/18. It is recommended that proposers keep the week of 3/18 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 3/18, PPA will schedule a meeting between the proposer and the selection committee on an alternate date.

OFFERING SUMMARY

MOBILE FOOD UNITS

For the purposes of this RFP, “Mobile Food Unit” is defined as a self-contained service operation, located in a vehicle or a movable stand, self or otherwise propelled, used to store, prepare, display or serve food intended for individual portion service. Food trucks and pushcarts are considered Mobile Food Units. Specifications must be in accordance with the mobile food unit guidelines in section IV.

LOCATIONS

PPA requests proposals for the vending locations listed below. The first column indicates the location’s corresponding number on the Park map (Exhibit A). The second column indicates the vending location within the Park. The third and fourth columns indicate any information specific to that location.

# on Park Map (Exhibit A)	Location	Specifications	Notes
1	Bartel-Pritchard Square	Sidewalk location (no food trucks)	One of the Park’s busiest entrances, home to the GrowNYC Greenmarket on Wednesdays and Sundays, across from Nitehawk Cinema.
2	3rd Street & Prospect Park West (weekdays) and the Long Meadow, near 3rd Street (weekends)	Sidewalk location and park interior location (no food trucks)	A Park entrance along Prospect Park West and a path in the Long Meadow, busy on weekends
3	Vanderbilt Playground Loop	Park interior location; food trucks may apply	Located next to a busy playground and is near the Park Circle Entrance.
4	Lincoln Road Entrance	Sidewalk location (no food trucks)	Another busy entrance, located next to a playground and near the LeFrak Center at Lakeside.
5	Willink Drive Entrance	Park interior location; food trucks may apply	Next to the Prospect Park Zoo, the Carousel, and the Lefferts Historic House, an area known as the Children’s Corner.
6	Parkside and Ocean Avenue Entrance	Sidewalk location (no food trucks)	A busy entrance, located directly across from a subway station.

All proposers should visit the vending location in which they are interested to ensure it is appropriate for their intended operations. **Proposers may submit proposals for one or multiple approved vending locations.** Proposers that would like to propose for multiple locations should submit separate proposals for each location that they’d like to propose on. All vending locations listed in this RFP are hereinafter referred to as “vending location.”

FOOD AND SERVICE PRINCIPLES

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.

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

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.

THE TERM

All proposals must be for a three (3) 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.

HOURS OF OPERATION

The Concessionaire may only operate during the hours approved, in writing, by PPA and Parks. The Concessionaire must vacate the vending location before the Park closes. Proposers may propose any hours within the Parks' open hours of 5 AM to 1 AM. **Proposers may propose year-round or seasonal operation.**

CONCESSION 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. 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 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.

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 3/15/24.

The proposer's name and address should be on the cover page of the proposal.

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 3/8/24 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 proposer's name and address should be printed on the outside of the envelope.

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 include the location where the proposer wishes to operate.
2. All proposals must be for a three (3) year term with options to renew for up to three (3) additional one (1) year terms.
3. If submitting in person, all proposals must be submitted in a sealed envelope and received in the office of PPA.
4. All proposals must be received by 3/15/24. As previously indicated, you must notify the Project Manager by 3/8/24 if you cannot submit a proposal electronically and will be submitting it in person, by mail, courier service, etc.
5. 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.
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.

7. 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
8. 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. Proposals must state a guaranteed annual flat fee for each of the six years. PPA does not consider the fee offer to be the most important criteria and will consider lower 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

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 guaranteed flat fee for each year of operation, including the renewal options. If a proposer offers any additional payment beyond the guaranteed flat fee, only the flat fee will be considered.

2. Planned Operations

Proposers should submit a detailed operational plan for the proposed location(s), 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 designs, photographs and/or renderings of the Mobile Food Unit it intends to use, including dimensions.

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: 25%
Planned operations: 25%
Proposed design: 5%
Operating experience: 30%
Financial capability: 15%

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

Operations: Mobile Food Units must operate within the vending location and carts must adhere to 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.

Pushcart Size and Equipment: Unless otherwise approved by Parks and PPA, 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 new 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. New DOHMH regulations require pushcarts be equipped with waste water tanks.

Note: Concessionaires will be prohibited from utilizing processing/cooking grills at non-processing push cart vending locations. All menu items and prices are subject to Parks and PPA prior written approval.

Processing Carts & Processing Mobile Trucks: Processing carts and processing mobile trucks are Mobile Food 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.

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.

Department of Health and Mental Hygiene (DOHMH) Information: Each person designated as an operator of a Mobile Food Unit must obtain a DOHMH Vendor License. A DOHMH Mobile Food Vending Unit Permit must be obtained for each Mobile Food Unit. Please note that only a DOHMH-licensed mobile food vendor may apply for a Mobile Food Vending Unit Permit. The concessionaire must submit both a valid DOHMH Vendor License and a DOHMH Mobile Food Vending Unit Permit to Parks and PPA before the operation of a Mobile Food Unit(s) can commence. During the Sublicense term, any concessionaire operating a Mobile Food Unit without a valid DOHMH Vendor License and a DOHMH Mobile Food Vending Unit Permit will be instructed to cease operations and will be subject to fines. When warranted, Officers of the Parks Enforcement Police (PEP), New York City Police Department, New York Fire Department and DOHMH may confiscate the mobile food unit(s), including merchandise.

To obtain a DOHMH license and/or permit, contact the Citywide Licensing Center, 42 Broadway, 5th floor, Monday through Friday 9:00 am to 5pm, or by phone at 311 or 212-New-York or www.nyc.gov/health. Note: Offices are closed during City/Public Holidays.

Vendors should be aware that if they are applying for a DOHMH Vendor License for the first time, this process can take six (6) weeks or more.

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 must pass a DOHMH inspection in order to receive a DOHMH Mobile Food Vending Unit Permit. All Mobile Food Units operating under a Parks Sublicense must first pass a DOHMH inspection. In order to schedule the Mobile Food Unit for an inspection, successful proposers must submit Parks-authorized documentation to DOHMH, which is provided to the vendor following Notice of Award.

Note: The successful proposer must provide Parks and PPA with documentation that it has been issued a valid DOHMH Vendor License and DOHMH Mobile Food Vending Unit Permit for each Mobile Food Unit. Once received, Parks will provide the vendor with a Permit Decal and 311 sign for each Mobile Food Unit. The Mobile Food Unit(s)

can only be operated under a Sublicense once a written Notice to Proceed, the Decal(s) and 311 sign(s) have been received.

Mobile Food Unit Specifications & Maintenance: Concessionaires will be required to purchase, supply, or otherwise obtain use of all equipment, including the Mobile Food Units, necessary for the operation of this concession. All Mobile Food Units must be kept in good condition. Parks and PPA reserve the right to require replacement of Mobile Food Units that are in poor condition or that do not meet DOHMH specifications and requirements.

Proposals 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.

It is necessary to keep all Mobile Food Units clean and in good condition. This involves ensuring that the Mobile Food Units do not leak any type of fluid, including 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. In addition, the concessionaire shall repair or replace the above if deemed necessary by PPA and Parks

Advertising of product brands will not be allowed on the Mobile Food Unit(s) or associated equipment without PPA and Parks' written approval.

A replacement fee of \$100.00 will be charged to any concessionaire who loses a Sublicense decal.

DOHMH Letter Grades: 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>

Hours of Operation: The Concessionaire may only operate during the hours approved, in writing, by PPA and Parks. The Concessionaire must vacate the vending location before the Park closes. Proposers may propose any hours within the Parks' open hours of 5 AM to 1 AM. **Proposers may propose year-round or seasonal operation.**

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.

No Exclusive Vending Rights: Proposers should note that the sublicense will not grant the operator exclusive rights to sell in the park in which the Mobile Food Unit is located.

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 vending location 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.

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 vending location. 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. 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 term of the Sublicense, 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 PPA & Parks. 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 that there is any electrical service, water service, or sewer service at the vending location

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 vending location. 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. 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 B, 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 B carefully.
6. Smoking of any tobacco product or electronic cigarette or non-tobacco smoking product is strictly prohibited at the vending location except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.
7. 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.
8. 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.
9. The concessionaire will be required to obtain and maintain any and all necessary approvals, permits, and licenses for the lawful operation of this concession.
10. 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

- 1 Bartel-Pritchard Square
- 2 Weekdays: 3rd Street + Prospect Park West
- 2 Weekends: Long Meadow, near 3rd Street
- 3 Vanderbilt Playground Loop
- 4 Lincoln Road Entrance
- 5 Willink Drive Entrance
- 6 Parkside + Ocean Avenue Entrance



EXHIBIT B

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 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 PSL 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 PSLI 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 PSLI 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 PSLI 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 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.