

REQUEST FOR PROPOSALS

Request for Proposals for the Sale of Food and Beverages from a Mobile Food Unit in Prospect Park, Brooklyn, NY



ISSUE DATE: June 9, 2025

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 (PPA) 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 one location in the park: Ninth Street and Prospect Park West.

PROJECT MANAGER

The Project Manager for this concession is Whitney Reeder (she/her). All RFP questions and/or inquiries should be directed to her. She may be reached at: wreeder@prospectpark.org.

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

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



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

RFP TIMETABLE

The following schedule has been established for this RFP:

RFP release date: June 9, 2025

Remote pre-proposal meeting: June 11, 2025

Questions due: June 18, 2025

Proposals due: June 23, 2025 at 3:00pm

There will be a recommended remote proposer meeting on June 11, 11:00-11:30am. If you are considering responding to this RFP, please make every effort to attend this recommended meeting.

The link for this remote meeting is as follows:

Google Meet joining info
Video call link: <https://meet.google.com/ekh-wain-evh>
Or dial: (US) +1 845-288-1770 PIN: 325 148 347#

REMOTE PROPOSER INTERVIEWS

The Selection Committee may decide to meet with certain proposers on June 25, 2025. It is recommended that proposers keep June 25, 2025 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 on June 25, 2025, 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. 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 map (Exhibit A)	Location	Specifications	Notes	Date available
1	Ninth Street and Prospect Park West	Sidewalk location (no food trucks)	A Park entrance along Prospect Park West	7/1/2025

The vending location listed in this RFP is 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 they have obtained the appropriate, valid permits, licences 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, conditioned on NYC Parks renewing its Concession Agreement with PPA. 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 Whitney Reeder at wreeder@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: Whitney Reeder at wreeder@prospectpark.org.

All proposals must be received by June 23, 2025 at 3:00pm.

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

The proposal should be e-mailed to wreeder@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: Whitney Reeder, 95 Prospect Park West, Brooklyn, NY 11215

You must notify the Project Manager by June 18, 2025 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 June 23, 2025 at 3:00pm. As previously indicated, you must notify the Project Manager by June 18, 2025 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 a 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. The Doing Business Data Form can be found here:
https://static.nycgovparks.org/images/pagefiles/124/Doing-Business-Data-Form_5a943d9822e34.pdf
Or, please email Whitney Reeder at wreeder@prospectpark.org to receive the form via email.
9. 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, 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 pushcart vending locations. All menu items and prices are subject to Parks and PPA prior written approval.

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. Mobile Food Unit umbrellas, canopies and other equipment attached to Mobile Food Units shall be of a design and color subject to prior written approval by Parks/PPA. Parks/PPA expect the concessionaire to utilize Mobile Food Units of a premium quality and design. All umbrellas/awnings must be green and white. In addition, the concessionaire shall repair or replace the above if deemed necessary by Parks/PPA.

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

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

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 are subject to a DOHMH letter grading program. 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.** Mobile Food Units may not remain at the vending location overnight.

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: Mobile Food Units must have garbage receptacles present during all operating times. Concessionaires will be required to keep the vending location and the area within fifty (50) feet of the Mobile Food Unit clean and free of all waste, garbage, refuse, rubbish, and litter at all times. 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 and composting. 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.

Storage/Parking

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

The concessionaire may not park private, commercial or delivery vehicles at the Premises without Parks' /PPA prior approval; all vehicles associated with the concession must operate in compliance with local Department of Transportation (DOT) ordinances.

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. The concessionaire will be prohibited from tapping into utilities used, operated or owned by the city. If necessary, and with Parks/PPA's prior written approval, Proposer must provide a generator for its electricity needs. Proposer must provide whatever is necessary under City, State, and federal regulations for the lawful operation of such generators.

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.

Special Events: New York City parks are the site of many special events (including parades) throughout the year. During special events, the City may enforce directives requiring Parks and PPA to delay, relocate, or suspend concession operations. Enforcement of security directives may restrict vehicular access to the park, roadways, and concession site. PPA advises proposers to consider this and other pertinent factors when proposing on these locations.

Customer Service

Parks expects concessionaires to create and maintain a high-quality amenity for the public. Parks encourages concessionaires to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in each proposal.

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.
11. Concessionaire shall not block any sidewalk, pathway, park entrance, or other pedestrian walkway with concessionaire's equipment or supplies. The concessionaire shall place concessionaire's equipment and supplies in such manner that at least a six (6) foot walkway is available to pedestrians at all times.
12. The concessionaire will be required to indemnify, defend, and hold the City harmless for claims arising out of the concessionaire's operations under the Permit, pursuant to a provision to be included in the Permit.
13. Concessionaire will be required to comply with all City, State and Federal laws relating to access for persons with disabilities. To the extent possible, the concessionaire is encouraged to exceed all applicable accessibility requirements for people with disabilities

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

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

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

A. *Introduction and General Provisions.*

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

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

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

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

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

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

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

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

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

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

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

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

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

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

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

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

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

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

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

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

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

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

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

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

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

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

E. *Notice of Rights.*

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

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

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

G. *Enforcement and Penalties.*

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

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

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

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

EXHIBIT C

a. Pushcart – Menu Items

The following menu is a complete list of items that may be sold at all pushcarts vending locations and the **highest prices** that may be charged for these items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. Other brands of similar products may be sold with Parks' prior written approval.

At the concessionaire's discretion, the concessionaire may sell these items at a lower price:

<u>Menu Item</u>	<u>Maximum Price</u>
Hot Dogs (10 to the pound)	\$4.00
Sausage	\$5.00
Pretzels	\$4.00
Pretzel Dogs	\$5.00
Corn Dogs	\$4.00
Specialty pretzels	\$5.00
Knishes	\$3.00
Empanadas (Pre-processed)	
Chicken, Beef or Vegetable	\$4.00
Pirates Booty (rice/corn puffs)	\$2.00
Churros	\$4.00
Whole Fresh Fruit, one (1) serving (♦)	
Apples	\$1.00
Bananas	\$1.00
Oranges	\$1.00
Pear	\$2.00
Pre-cut Fruit or Fruit Salad, one (1) serving (♦)	
Prepackaged, 4.0 oz. cup	\$2.00
Fresh Fruit Salad, 4.0 oz. cup	\$5.00
Yogurt (5.3 oz. - 7.0 oz.)	
\$3.00	
Granola Bars/Cereal Bars	\$2.00
Apple chips	\$2.00

Smoothies: Fruit; Vegetable; Yogurt, or Frozen

(No sugar or artificial sweeteners added)

Prepackaged 4.2 oz. pouch	\$2.00
Prepackaged 7.0 oz. container	\$3.00
Prepackaged 10.0 oz. container	\$4.00

Soda (canned, 11.15 to 12.0 fl. oz.)

\$3.00 Specialty Soda and Juice (canned, 11.15 to 12.0 fl. oz.)

\$4.00

Water (16 - 16.9 fl. oz.) †	\$3.00
Water (24 fl. oz.) †	\$4.00
100% Fruit Juice (up to 16 fl. oz.)	\$3.00
Vegetable Juice (canned, 11.15 to 12.0 fl. oz.)	\$3.00
Iced tea or Lemonade (16.0 fl. oz. to 16.9 fl. oz.)	\$3.00

Seltzer (canned, 11.15 to 12.0 fl. oz.)	\$2.00
Milk: Skim, 2%, organic, soy, or rice (8.0 fl. oz.)	\$2.00
Red Bull beverage (canned, 8.4 fl. oz.)	\$5.00
Monster (canned, 16.0 fl. oz.)	\$5.00
Coconut Water (canned, 10.1 fl. oz. to 14 fl. oz.)	\$4.00

Sparkling Water (canned, 11.15 to 12.0 fl. oz.)	\$4.00
San Pellegrino (16.9 fl. oz.)	\$4.00
San Pellegrino Limonata or Aranciata (canned, 11.15 fl. oz.)	\$3.00

- ♦ **One (1) serving size of fruit is equal to 1 medium size whole fruit (medium is defined as the size of a baseball) or ½ cup (4.0 oz.) of chopped fruit (American Heart Association).**

- † **Concessionaires must only sell or stock 16-16.9 fl. oz. or 24.0 fl. oz. water products at the Premises.**

Note: If the concessionaire wishes to sell a brand other than those listed above or sell an item at a price higher than those listed above, the concessionaire must receive prior written approval from Parks.

Executive Order 54, signed by Mayor Bill de Blasio on February 6, 2020, directs City agencies to end the unnecessary purchase of single-use plastic beverage bottles, defined as a drink, such as water, in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less, and to end their unnecessary sale on City owned or leased property.

As such, the sale of drinks in single use plastic bottles 21 fluid ounces or less, at Parks' Premises, is prohibited.

Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted.

b. Pushcart – Ice Cream Products

Each pushcart concessionaire may operate a freezer unit that is no more than nine (9) square feet, (or eighteen (18) square feet at Central Park vending locations). The following menu lists the items that may be sold at vending locations where ice cream sales are permitted and the **highest prices** that may be charged for the items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. Other brands of similar products may be sold with Parks' prior written

approval. **At the concessionaire's discretion, the concessionaire may sell these items at a lower price:**

1. *Regular brands, including Good Humor, Nestlé's Ice Cream Bars, and other approved brands:*

<u>Item</u>	<u>Maximum Price</u>
Good Humor Ice Cream Bars (Includes Toasted Almond, Strawberry Shortcake, Candy Center Crunch, Chocolate Éclair, Cookies & Cream, Dark & Milk Chocolate Bars)	\$5.00
Good Humor Oreo Bar	\$5.00
Good Humor King Cone	\$5.00
Good Humor Cookie Sandwich	\$5.00
Edy's Dibs	\$5.00
Ice Cream Sandwiches	\$5.00
Nestlé's Toll House Cookie Sandwich	\$5.00

Other approved items:

Screamers Cookies 'n Cream Cup (10 oz.)	\$5.00
Sponge Bob Bars	\$5.00
Popsicle Shots	\$5.00
Frozen Fruit Bars/Pops	\$5.00
Popsicles\Lifesaver\Fire Cracker	\$4.00
Lick-A-Color	\$4.00
Scooby Doo Push Ups	\$4.00
Nestle Ice Cream Bars	\$4.00
Minute Maid Frozen Lemonade Cup Variety (12 oz.)	\$5.00

2. *Premium brands, including Magnum, Haagen-Dazs and Ben & Jerry's or other approved items:*

<u>Item</u>	<u>Maximum Price</u>
Haagen-Dazs Ice Cream Bars (All Varieties)	\$6.00
Magnum Ice Cream Bars (All Varieties)	\$6.00
Dove Bar	\$6.00
Ben & Jerry's Vanilla Peace Pop	\$6.00
Ben & Jerry's Cherry Garcia Peace Pop	\$6.00

Note: If the concessionaire wishes to sell an item at a price higher than those listed above, the concessionaire must receive prior written approval from Parks.

c. *Pushcart – Nut and Dried Fruit Products*

NOTE: The concessionaire may substitute the optional freezer unit with a nut and dried fruit unit up to nine (9) square feet, unless otherwise noted. Concessionaires may not operate both a freezer unit and a nut and dried fruit unit at the vending location at the same time.

The following menu is a complete list of items that may be sold at all vending locations where nuts and dried fruit sales are permitted and the **highest prices** that may be charged for these items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. **At the concessionaire's discretion, the concessionaire may sell these items at a lower price:**

<u>Menu Item</u>	<u>Maximum Price</u>
Peanuts	\$4.00
Almonds	\$4.00
Cashews	\$4.00
Pistachios	\$4.00
Mixed nuts	\$4.00
Coconuts	\$4.00
All varieties of dried fruit	\$4.00

Note: All nuts and dried fruit must be sold in 8 oz. bags.