

REQUEST FOR PROPOSALS

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

ISSUE DATE: 5/7/21

REQUEST FOR PROPOSALS (RFP)

I. OVERVIEW & OFFERING SUMMARY

OVERVIEW

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

PROJECT MANAGER

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

Email: pkelly@prospectpark.org



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

RFP TIMETABLE

The following schedule has been established for this RFP

RFP release date: 5/7/21

Remote pre-proposal meeting: 6/9/21

Questions due: 7/2/21

Proposals due: 7/12/21

With Covid-19 still an ongoing threat, we are trying to conduct as many meetings remotely as possible. There will be a recommended remote proposer meeting on 6/9/21 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://us02web.zoom.us/j/82901655784?pwd=ZjBQMjNINHZsZVRVMHI1L2pMMnZRdz09>

Meeting ID: 829 0165 5784

Passcode: 608843

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

Dial by your location

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

Meeting ID: 829 0165 5784

Passcode: 608843

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

Subject to availability and by appointment only, PPA may set up a meeting at the Picnic House Concession.

REMOTE PROPOSER INTERVIEWS

The Selection Committee may decide to meet with certain proposers during the week of 7/12/21. It is recommended that proposers keep the week of 7/12/21 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 7/12/21, PPA will schedule a meeting between the proposer and the selection committee on an alternate date.

OFFERING SUMMARY

PICNIC HOUSE CONCESSION

For the purposes of this RFP, "Picnic House Concession" shall be defined as the available concessions space at the Picnic House (refer to Exhibits A and B).

Since 2008, the Picnic House Concession has periodically been used as a seasonal café. The space is suitable for the sale of prepackaged food, beverages, and merchandise. Beer and wine may be sold with appropriate SLA license. There is no kitchen. The Picnic House is situated on the Long Meadow, near the 3rd Street, 9th Street, and Grand Army Plaza entrances to Prospect Park. Public restrooms are available on site and nearby public parking is located at the Litchfield Villa. The Picnic House Concession is located on the lower level of the Picnic House and measures approximately 155 square feet. Total indoor occupancy is 14 customers and 3 employees. The Concession features a sink with three basins. In addition, it features an outdoor seating area and back-of-house storage area. The Licensed Premises is defined in Exhibits A and B. Pictures of the Picnic House Concession can be found in Exhibit C.

LICENSE AGREEMENT

Proposers should be aware that PPA has a concession license agreement, #B73-SB with NYC Parks (the "Concession Agreement"). In accordance with the Concession Agreement, the proposer(s) selected by PPA will operate pursuant to a sublicense with PPA. A copy of the Concession Agreement may be obtained by contacting Patrick Kelly at pkelly@prospectpark.org. In the event of a conflict between the terms of the sublicense agreement and the Concession Agreement, the Concession Agreement will control.

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 attached in Exhibit F.

LOCATIONS

PPA requests proposals for the vending locations listed below. The first column indicates the location's corresponding number on the Park map (Exhibit D). The second column indicates the vending location within the Park. The third column indicates any information specific to that location. Locations 1 through 5 are for Mobile Food Units.

# on Park Map (Exhibit A)	Location	Specifications
1	3rd St and Prospect Park West	Sidewalk location (no food trucks)
2	Bartel-Pritchard Square	Sidewalk location (no food trucks)
3	Vanderbilt Street Playground Interior Loop	Park interior location; food trucks may apply
4	Lincoln Rd Entrance	Sidewalk location (no food trucks)
5	Parkside and Ocean Ave	Sidewalk location (no food trucks)
6	Picnic House Concession	Bottom floor of the Picnic House

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 any or all of the approved vending locations.** Proposers should submit separate proposals for each vending location they wish to propose on. Each vending location listed in this RFP is hereinafter referred to as "Permitted Premises" or "vending location."

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.

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.

Alcoholic Beverages

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

The sale of alcoholic beverages is not permitted at any locations other than the Picnic House Concession.

CUSTOMER SERVICE & COMMUNITY

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

SUSTAINABILITY & ENVIRONMENTAL CONCERNS

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

HOURS OF OPERATION

The Concessionaire may only operate during the hours approved, in writing, by PPA and Parks. The Concessionaire must vacate the Permitted Premises before the 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.**

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 7/12/21.

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

Proposer's Name and Address

Solicitation #:

Proposal Due Date: 7/12/21

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 7/2/21 if you cannot submit a proposal electronically and will be submitting it in person, by mail, courier service, etc.

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

The proposal should be typed on both sides of 8 ½" X 11" paper. Pages should be paginated. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency.

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

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

Proposer's Name and Address

Solicitation #:

Proposal Due Date: 7/12/21

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(s) 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 7/12/21. As previously indicated, you must notify the Project Manager by 7/2/21 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 low fee offers if the proposal meets or exceeds other qualifications (see below for a breakdown of evaluation criteria). PPA is looking for realistic fee offers that take into account the seasonal and weekend-driven nature of doing business in the Park. At PPA's/ Parks' request, proposer shall submit documentation, satisfactory to 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

- Mobile Food Unit proposers should submit designs, photographs and/or renderings of the Mobile Food Unit it intends to use, including dimensions.
- Picnic House Concession proposers should submit a design and floor plan for the concessions space.

4. Operating Experience

- Proposers should submit a resume or detailed description of the proposer's professional qualifications, demonstrating experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise.
- Proposers should attach a list of at least three (3) recent relevant references with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial and operational capability. Include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.

5. Financial Capability

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

III. EVALUATION AND SELECTION PROCEDURES

Proposals will be evaluated by a selection committee composed of a minimum of three (3) PPA employees. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

A. PROPOSAL EVALUATION CRITERIA

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

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

B. EVALUATION PROCEDURES

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

IV. ADDITIONAL DETAILS AND CONSIDERATIONS

Hours of Operation: The Concessionaire may only operate during the hours approved, in writing, by PPA and Parks. The Concessionaire must vacate the Permitted Premises before the 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.**

Merchandise The operator/vendors may sell merchandise; however, proposers should be aware that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated

merchandise. If the successful proposer/vendors wants to sell merchandise that uses the City's trademarks, the successful proposer/vendors will be required to purchase merchandise from authorized licensees of the City of New York. PPA and Parks will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products, or non-park-related events. All prices and merchandise to be sold are subject to PPA and Parks' approval.

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

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

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

Special Events Subject to prior written approval from PPA and Parks, the operator may conduct special events or programs (e.g., either arranged by Licensee or by reservation of all or part of the Licensed Premises through Licensee by third parties) at the Licensed Premises.

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

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

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

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

Inspections & Liquidated Damages: Inspectors from Parks will visit the site unannounced to inspect operations and ensure proper maintenance of the concession site. Based on their inspections, Parks may issue directives regarding deficiencies the operator will be obligated to rectify in a timely fashion.

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

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

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

Notice to Proceed and 311 Sign: The Sublicense shall become effective upon the Operator(s)'s receipt of a written Notice to Proceed. A 311 sign and a Notice to Proceed will be presented to the Operator(s) after registration of the

Sublicense. A vendor shall not commence operations until the Operator(s) has received the Notice to Proceed from PPA. A 311 sign must be posted at all times while the concession is in operation.

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

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

Storage (Picnic House Concession only): There is limited storage space available at the Picnic House Concession. The storage room is defined as “Prep/Service Area” in Exhibit B.

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

Snow, Rubbish Removal & Recycling: During the operating season approved by PPA and Parks, the Concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of snow, waste, garbage, refuse, rubbish and litter from the Permitted Premises. The Concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. In addition, the Concessionaire will be required to demonstrate to PPA's satisfaction that they will keep and maintain the concession site in excellent condition throughout the Sublicense term.

Signage and Advertising: The Concessionaire will be prohibited from displaying, placing or permitting the display or placement of advertisements without the prior written approval of PPA and Parks. The display or placement of tobacco, electronic cigarette, or non-tobacco smoking product advertising shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted but the Picnic House Concessionaire may display signage approved by Parks and PPA setting forth its offerings of alcoholic beverages. Any and all signage is subject to Parks & PPA's prior written approval. The design and placement of all signage, including signage which includes Concessionaire's name, trade name(s) and/or logos, is subject to Parks & PPA's prior written approval. Any prohibited material displayed or placed shall be immediately removed by the Concessionaire upon notice from PPA or Parks at Concessionaire's sole cost and expense.

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

Utilities (Mobile Food Units): PPA makes no representations that there is any electrical service, water service, or sewer service at the Permitted Premises.

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

V. ADDITIONAL REQUIREMENTS

1. The Concessionaire will be required to submit a security deposit of 25% of the highest year's annual flat fee, which will be required for the duration of the term of the Sublicense. This security deposit, which may be in the form of an interest bearing account or other format approved by PPA, will be due upon signing.
2. The Concessionaire will be required to carry Commercial General Liability insurance in at least \$1,000,000 per occurrence, \$2,000,000 aggregate and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance. The Commercial General Liability insurance will be required to name the Prospect Park Alliance and the City of New York, including its officials and employees as additional insureds with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26, and the City and PPA's limits will be no lower than Concessionaire's. If vehicles are to be used in connection with the concession, the Concessionaire shall carry Commercial Automobile Liability insurance in the amount of \$1,000,000 for each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles. If the Concessionaire intends to sell alcoholic beverages, they are required to carry Liquor Law Liability insurance with an aggregate per-location limit of at least two million dollars (\$2,000,000.00) per occurrence. Proposers are on notice that Parks or PPA may require other types of insurance and/or higher liability limits and other terms if, in the opinion of the Commissioner or PPA, the proposed concession warrants it.
3. Within sixty (60) days of the end of each operating year, the Concessionaire will be required to submit an annual statement of gross receipts from all categories of income in a format approved in writing by Parks & PPA. In addition, the Concessionaire must have available, at the request of PPA or Parks, monthly statements of gross receipts, as well as a detailed income and expense statement for the past year's operation. The Concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues.
4. The Concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any federal, state, or city sales taxes which are paid by the Concessionaire.
5. The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Concessionaires of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. Exhibit E, 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 E carefully.
6. The concessionaire will be responsible for regular pest control inspections and extermination, as needed
7. The concessionaire will be prohibited from cutting down, pruning, or removing any trees on the Licensed Premises without prior written approval from Parks and PPA. The concessionaire will report dead and diseased trees to Parks/PPA.
8. Smoking of any tobacco product or electronic cigarette or non-tobacco smoking product is strictly prohibited at the Licensed Premises except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.

9. Pursuant to Parks' policy citywide, the concessionaire will be prohibited from selling any beverages in glass bottles. All beverages will be required to be in non-glass, shatter-proof containers. Also, the use of polystyrene packaging or food containers will be prohibited in the operation of the concession.
10. The selling and/or advertisement of cigarettes, cigars, electronic cigarettes or any other tobacco products and non-tobacco smoking products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
11. The concessionaire will be required to obtain and maintain any and all necessary approvals, permits, and licenses for the lawful operation of this concession.
12. The concessionaire must obtain the prior written approval of Parks and PPA prior to entering into any marketing or sponsorship agreement.

VI. OTHER GENERAL RFP CONDITIONS

PPA reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the Prospect Park Alliance to do so.

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

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

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

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

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



Prospect
Park
Alliance

Exhibit A

- 1 3rd St + Prospect Park West
 - 2 Bartel-Pritchard Square
 - 3 Vanderbilt Street Playground – Interior Loop*
 - 4 Lincoln Rd Entrance
 - 5 Parkside + Ocean Ave
 - 6 Picnic House Concession
- *Food trucks may apply.



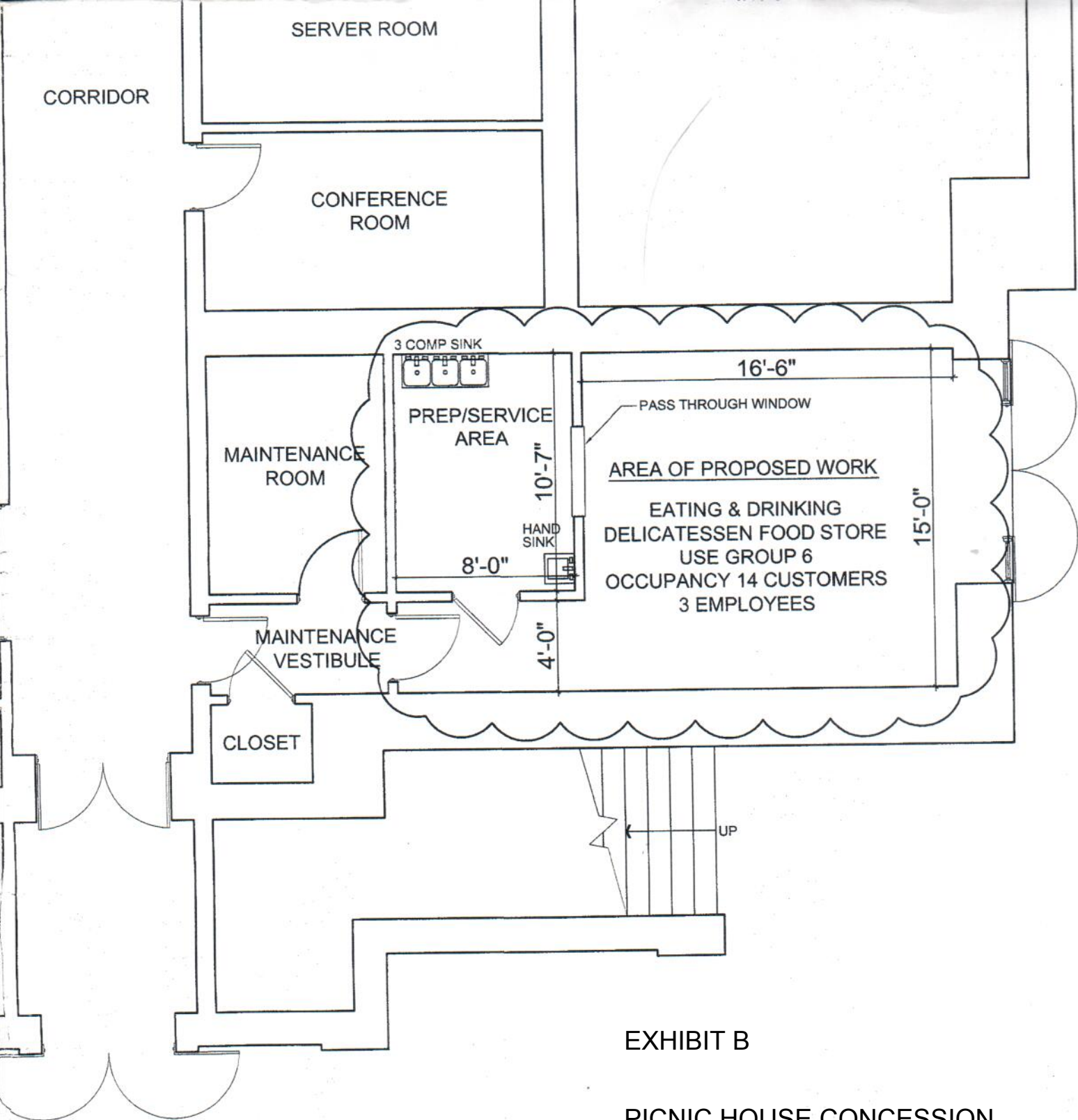


EXHIBIT B

PICNIC HOUSE CONCESSION
FLOOR PLAN

EXHIBIT C – PICNIC HOUSE CONCESSION PHOTOS



EXHIBIT D

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

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

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

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

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

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

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee’s use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided

its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

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

Exemptions and Exceptions

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

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

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

Notice of Rights

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

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

Records

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

Enforcement and Penalties

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

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

More Generous Policies and Other Legal Requirements

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

EXHIBIT E

Mobile Food Unit Operations: Mobile Food Units must operate within the Permitted Premises and must adhere to the following guidelines:

Non-Processing Carts Non-Processing carts, referred to as “pushcarts” herein, are manually propelled carts which are self-contained service operations used to store, serve and display food intended for individual portion service.

Unless otherwise approved by Parks and PPA, pushcarts cannot be more than 6 1/2 feet long and 3 1/2 feet wide. 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 4 feet and 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.

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 10 feet in length and 5 feet in width including all handles and extensions.

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

PLEASE NOTE: 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 Mobile Food Vending Permit expires. Existing non-processing pushcarts retrofitted to meet these new requirements must pass a DOHMH pre-Permit inspection before it is returned to operation. New DOHMH regulations require pushcarts to be equipped with waste-water tanks.

NOTE: Concessionaires operating Non-Processing Pushcarts will be prohibited from utilizing processing/cooking grills at the Premises. All menu items and prices are subject to PPA's and Parks' prior written approval.

Department of Health and Mental Hygiene (DOHMH) Information: The Concessionaire will be required to obtain all necessary permits and licenses from the DOHMH. The Concessionaire must submit a valid DOHMH Vendor License to PPA and Parks before operations can commence. During the permit term, any Concessionaire operating without all necessary licenses and permits will be instructed to cease operations and will be subject to fines.

At all times that the Picnic House Concession is operating a staff person with a valid DOHMH food handler's license must be present.

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, 9am 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. Vendors operating without all necessary permits may be subject to fines and/or confiscation of merchandise.

DOHMH Letter Grades: Proposers should note that both the Picnic House Concession and Mobile Food Units are subject to a DOHMH letter grading program. The current program is codified in Health Code Article 81.51 and Chapter 23 of Title 24 of the Rules of the City of New York and is described at:

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

Specifications & Maintenance: The Concessionaire will be required to purchase, supply, or otherwise obtain use of all equipment necessary for the operation of this concession, including, in the case of the Picnic House Concession, any necessary refrigerators. The Picnic House Concession, Mobile Food Units, and all related equipment, must be kept in good condition. Parks and PPA reserve the right to require replacement of any equipment that is in poor condition or that does not meet DOHMH specifications and requirements.

For the Picnic House Concession, the concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to develop, operate, and maintain the Licensed Premises in good and safe condition and in accordance with industry standards. This includes, but is not limited to, the maintenance and repair of the entire Licensed Premises, all interior and exterior structures, public restrooms, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, paved areas, vaults, gutters, curbs, and fixtures. In addition, all signs and structures on the Licensed Premises must be kept in good condition and free of graffiti. The erecting of any ancillary structures at the Licensed Premises shall be subject to Parks' and PPA's prior written approval.

Proposals for Mobile Food Units 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.

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

Design Specifications for Optional Mobile Food Units Proposers should be aware that should they propose to operate the optional mobile food units, the concessionaire will be required to provide new or like new mobile food units of a professional quality. The design of the mobile food units is subject to PPA's and Parks' prior written approval. Mobile food units cannot be more than ten (10) feet long including all handles and extensions. Concessionaires that use twenty pound (20 lb.) or greater propane tank(s) to fuel grills on a mobile food unit are required to obtain a Certificate of Fitness license from the New York City Fire Department (FDNY). Such propane

tank(s) must be inspected and decaled by FDNY before use on licensed premises. Violators will be subject to fines and confiscation of propane tanks.

Processing Carts

Unless otherwise approved, Processing Carts are Mobile Food Units for the sale of foods or ice cream products that require processing, such as 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 hot dogs or heating of pretzels.

a. Processing Carts - Size and Equipment

Unless otherwise approved, Processing Carts cannot be more than ten feet (10') in length and five feet (5') in width, including all handles and extensions. Processing Pushcarts with current DOHMH Permits are exempt from the new regulation until the current DOHMH Permit expires. Existing Processing Pushcarts adapted to meet new guidelines must pass a DOHMH pre-Permit inspection before it is returned to operation.

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

b. Processing Carts— Menu Items

Concessionaire to include a proposed menu with a price list. All menu items to be sold at a Processing Cart vending location and their prices are subject to Parks' prior written approval. Parks strongly encourages concessionaires to incorporate healthy food options and diverse food items on the menu list, which may include, but are not limited to, salads, fresh fruit, yogurt, water, and fruit juices. Generally, menu items may include, but are not limited to, hamburgers, empanadas, chicken, gyros, knishes, chips, soft drinks, candy, breakfast items, sandwiches, and other food items.

GENERAL REQUIREMENTS FOR ALL MOBILE FOOD UNITS

DOHMH Vendor License

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

DOHMH Mobile Food Vending Unit Permit

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

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

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

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

Mobile Food Unit Specifications & Maintenance

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

Mobile Food Unit Umbrellas, canopies and other equipment attached to Mobile Food Units shall be of a design and color subject to prior written approval by PPA/Parks. PPA/Parks expects the concessionaire to utilize Mobile Food Units of a premium quality and design. All umbrellas/awnings must be green and white. In addition, the concessionaire shall repair or replace the above if deemed necessary by Parks. 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. During the term of the License, Parks may require the concessionaire to adopt and apply official graphics, art, color(s), and signage to each mobile food unit, canopy, or umbrella at the Licensed Premises.

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.

DOHMH Letter Grades: Mobile Food Units Only Proposers should note that the Mobile Food Vending Units, trucks and carts, or both, of concessionaires became subject to a DOHMH letter grading program on December 10, 2018. It is similar to the current program for restaurants which is codified in Health Code Article 81.51 and Chapter 23 of Title 24 of the Rules of the City of New York and is described at <https://www1.nyc.gov/site/doh/business/food-operators/mobile-and-temporary-foodvendors.page>

Permit Decal During the License term, and after PPA/Parks has received documentation that the concessionaire has been issued a valid DOHMH Vendor License and DOHMH Mobile Food Vending Unit Permit, the concessionaire shall be issued a Permit Decal and 311 sign for each Mobile Food Unit operated at the Licensed Premises. A concessionaire shall not commence the operation of the Mobile Food Unit until it has received the written Notice to Proceed, Permit Decal and 311 signs. PPA/Parks will provide a new Permit Decal for each Mobile Food Unit at the beginning of each year of the License term, provided that the concessionaire is in compliance with the terms of its License. A replacement fee of \$100.00 will be charged to any concessionaire who loses a Permit decal.