Request for Proposals
For the Renovation, Operation and Maintenance of a Vacant Comfort Station as a Food Service Facility in the Allen Street Mall, Manhattan

MANHATTAN
ISSUE DATE: Friday, July 15, 2016
SOLICITATION # M4-SB-2016

City of New York Parks & Recreation
www.nyc.gov/parks
Bill de Blasio, Mayor
Mitchell J. Silver, FAICP, Commissioner
Alyssa Cobb Konon, Assistant Commissioner for Planning and Development
William T. Castro, Borough Commissioner for Manhattan Parks
REQUEST FOR PROPOSALS (RFP)
The City of New York Department of Parks & Recreation (“Parks”) requests proposals for the renovation, operation, and maintenance of a vacant comfort station as a food service facility in the Allen Street Mall, Manhattan.

THE TERM
Parks is seeking a concessionaire for one fifteen (15) year term. No longer term will be considered. This concession will be operated pursuant to a license issued by Parks; no leasehold or other proprietary right is offered.

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

Phone: (212) 360-3483
Email: eric.weiss@parks.nyc.gov
Fax: (212) 360-3434

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: Friday, July 15th, 2016
Recommended Proposer Meeting & Site Tour: Friday, August 5th, 2016 at 11:00AM
Proposals Due: Thursday, September 15th, 2016 at 3:00PM
Interviews (if any): Week of October 3rd, 2016

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

RECOMMENDED PROPOSER MEETING & SITE TOUR
There will be a recommended on-site proposer meeting and site tour on Friday, August 5th, 2016 at 11:00AM. We will be meeting at the proposed concession site (Block # 20011 & Lot # 9999), which is located at 76 Delancey Street (Allen Street Mall at Delancey Street). We will be meeting in front of the Allen Street Mall Six comfort station structure. If you are considering responding to this RFP, please make every effort to attend this recommended meeting and site tour.

MEETINGS
The Selection Committee may decide to meet with certain proposers during the week of October 3rd, 2016. This is the only week meetings will be held. Therefore, it is recommended that proposers keep October 3rd, 2016 through October 7th, 2016 available to meet with the Selection Committee.
If there are circumstances beyond a proposer’s or Parks’ control and the meeting cannot take place during the week of October 3rd, 2016, Parks will schedule a meeting between the proposer and the selection committee on an alternate date.

I. PROJECT BACKGROUND

A. HISTORY

The City of New York named the Allen Street Malls and the underlying street after Navy Captain William Henry Allen (1784-1813) in 1917. The Malls extend along Allen Street between East Houston and East Broadway and pass through the Lower East Side, the Bowery, and Chinatown. Since August 1929, the City of New York’s Department of Parks and Recreation (“Parks”) has maintained the property as the result of an agreement with the Manhattan Borough President Julius Miller. The City of New York legally acquired the title to this parcel in May 1930 through condemnation. The Malls are divided into eight sections, each containing a walkway and assigned a number one through eight.

In 1902, W.W. Weeks, New York City’s Superintendent of Public Baths and Comfort Stations put forth the first plan to build public comfort stations. The comfort station at Allen Street and Delancey Street was originally constructed in the 1930s to accommodate the riders of the Second Avenue elevated subway (Second Avenue “El”). The Second Avenue El ran here until the 1940s and was then torn down. The comfort stations stayed open to the public until the 1950s, after which they were shuttered, and have remained standing in disrepair and forever a reminder of the “old” City of New York.

Now, 60 years later, Parks is looking to revitalize this abandoned structure located at the present day Allen Street Mall Six. Parks is looking to offer the residents of the Lower East Side community and the greater Manhattan area a food service facility with a public restroom for all to enjoy!

B. EXISTING CONDITIONS, AND PLANNED DEVELOPMENT

The existing comfort station is a one story building approximately 1,200 square feet in size with a basement of around the same size that could be retrofitted for active use. After lying dormant for decades, the comfort station is in an advanced state of deterioration, although the exterior masonry walls are relatively intact. The winning proposer is expected to rehabilitate the comfort station into an attractive and affordable food service facility for the public. Parks has already performed an asbestos and lead inspection and abatement. The remaining necessary capital work will be the successful proposer’s responsibility.

There is currently no working restroom facility at the Licensed Premises. The successful proposer must provide a restroom facility in the Licensed Premises which will be accessible to both customers and the general public. Employees must have access to restroom facilities during the concession’s operating hours.

II. PROJECT COMPONENTS

A. OVERVIEW

Parks is seeking proposals for the renovation, operation, and maintenance of a vacant comfort station as a food service facility in the Allen Street Mall, Manhattan.

Parks is looking for a concession that will be designed, maintained, and operated at the highest standards and will make significant improvement to the visual quality and ambience of the park and its community while providing a convenience to the public. Parks seeks creative and
detailed proposals that are sensitive to the park, the surrounding community, and the architectural integrity of the building. Proposers should submit drawings showing the proposed layout and appearance of the facility and the concession site, a detailed plan of operation, a detailed menu, price lists, and other appropriate ideas that will facilitate the development of this facility. All plans and prices will be subject to Parks’ approval.

Allen Street plays an important role in the city’s greenway system and is frequented by many cyclists. As such, Parks will view favorably proposals that include plans to cater to cyclist needs such as bike repair service, having healthy on-the-go food options, and providing air pumps for bikers who may need it.

**Operational Plan**  Proposers should submit a detailed operational plan for the entire Licensed Premises. This plan should include, but not be limited to, intended use of the facility, hours of operation, services to be provided, any plans to install energy efficient appliances that have the Energy Star seal of approval and/or water conserving appliances, and any plans to use “Green Seal” or other environmentally friendly products or devices, staffing plans, safety and security plans, menu, merchandise to be sold, programming plans, internal controls, mechanisms to measure customer satisfaction, a detailed list of all proposed fees and prices, landscaping/horticulture plans, and maintenance, snow and rubbish removal, and cleaning schedules.

All plans, schedules, services, menu items, merchandise, prices and fees, and hours of operation are subject to Parks’ prior, written approval.

**The Food Service Facility**  The concessionaire will be required to renovate, operate, and maintain a food service facility at a high standard of quality. The food service facility should make a significant improvement to the ambience of the park and surrounding area while providing a convenient service to the public.

Proposers should submit a menu and price list in their proposals that demonstrates quality, variety, and affordability. Proposers should include some low-cost items on their menus. Parks will view favorably proposals which incorporate ethnically diverse and healthy food choices. All prices and menu items are subject to Parks’ prior written approval.

The concessionaire will be required to maintain adequate inventory to assure a constant supply of food and beverages. Any staff assigned by the concessionaire to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate New York City Department of Health and Mental Hygiene (“DOHMH”) permits.

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

**DOHMH Information**  In addition to a Parks’ license, at all times that the food service facility is operating, a staff person with a valid DOHMH food handler’s license must be present. To obtain a DOHMH license, contact the Citywide Licensing Center, 42 Broadway, 5th floor, Monday through Friday 9:00am to 5:00pm, or by phone at 311 or 212-New York. Note: Offices are closed during City/Public Holidays. Vendors should be aware that if they are applying for a DOHMH license for the first time, this process can take six weeks or more. Vendors operating without all necessary permits may be subject to fines and/or confiscation of merchandise.

**DOHMH Letter Grades: Food Facilities (i.e. Snackbars, Restaurants, etc.)**  Proposers should note that food service facilities of concessionaires may become subject to a Department

**Food Service or Other Operations Sublicensing Option** Proposers seeking to sublicense food service or other operations for some or all of the services provided will be required to report total gross receipts generated from food service or other sublicensed operation. Because the proposer’s fee offer will be in the form of a guaranteed minimum payment vs. a percentage of gross receipts, total gross receipts from food service or other operations must be included in the gross receipts upon which payment to the City is based, unless otherwise approved by Parks. All sublicensees will be subject to the same internal control requirements as the licensee. All terms and conditions of sublicense agreements and operations, including payment to the City, are subject to Parks’ prior, written approval.

**Alcoholic Beverages** 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 immediate vicinity of 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.

**Tables, Chairs & Umbrellas** The concessionaire may place tables, chairs and umbrellas at the Licensed Premises. The design, color, placement, and number of all tables, chairs, umbrellas, and food service facility equipment are subject to Parks’ prior, written approval. The concessionaire must ensure free and open public access to any outdoor seating areas.

**Hours of Operation** The concessionaire may only operate the Licensed Premises when the park is open. All hours of operation are subject to Parks’ prior written approval.

**Staff** The concessionaire will be required to have a sufficient number of staff available at the Licensed Premises during regular operating hours to ensure proper operation of the concession. Parks reserves the right to require that all staff wear uniforms that have been approved in writing by Parks.

**Storage** Parks makes no representations that there is adequate storage space at the Licensed 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 Licensed Premises without the prior, written approval of Parks. No item shall be placed upon any public space, including the ground adjacent to the Licensed Premises without Parks’ prior, written approval. The concessionaire will be required to store all outdoor equipment on a nightly basis and anytime the concession is closed.

**Maintenance** The concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to renovate, 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, 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’ prior written approval.
Horticulture & Landscaping  The concessionaire will be required to maintain and improve the landscaping at the Licensed Premises. This shall include, but is not limited to, performing any seeding, trimming, pruning, planting, fertilization, terrain shaping, and soil improvements. In addition, Parks requires that any trees on the Licensed Premises be pruned as needed. The concessionaire will be required to submit detailed plans to Parks of all horticultural and landscaping work to be performed. All work to be performed at the Licensed Premises is subject to Parks’ prior written approval. In addition, the concessionaire will be required to obtain all necessary permits, approvals, and authorizations from all City, State, and Federal agencies having jurisdiction over the Licensed Premises before any work is performed, and such work shall be of a quality which meets Parks’ standards.

Snow, Rubbish Removal & Recycling During the operating season, the concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of all snow, waste, garbage, refuse, rubbish and litter from the Licensed Premises and the area within fifty (50) feet of the Licensed Premises. The concessionaire will be required to provide adequate and easily accessible waste and recycling receptacles, approved by Parks, and have these receptacles emptied on a daily basis and removed by a private carter. The location and placement of all waste and recycling receptacles is subject to Parks’ prior written approval. 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 Parks’ satisfaction, through a detailed maintenance plan, that they will keep and maintain the concession site in excellent condition throughout the license term.

Signage and Advertising Permittee will be prohibited from displaying, placing or permitting the display or placement of advertisements in the Premises, including, but not limited to any proposed Mobile Food Units, without the prior written approval of Parks. The display or placement of tobacco advertising, including electronic cigarettes, shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted but Licensee may display signage approved by Parks setting forth its offerings of alcoholic beverages. The following standards will apply to all allowed advertising: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall be prohibited. Advertising of product brands is prohibited without Parks’ prior written approval. Any and all signage is subject to Parks’ prior written approval. The design and placement of all signage, including signage which includes Permittee’s name, trade name(s) and/or logos, is subject to Parks’ prior written approval. Permittee will be prohibited from placing advertisements on the exterior of its licensed premises. Any prohibited material displayed or placed shall be immediately removed by the Permittee upon notice from Parks at Permittee’s sole cost and expense.

Internal Controls Throughout the License term, the concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to the City. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a computerized point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. In addition, each of concessionaire’s Special Events must be documented via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment. 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.
**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 concessionaire for the concession.

**Utilities** Parks makes no representations regarding the adequacy of utilities currently in place at the Licensed Premises. The concessionaire will 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 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.

**Drought & Water Conservation Issues** The concessionaire will be required to adhere to all DEP directives and restrictions regarding drought and water conservation issues during the License term. Proposals should include any plans to employ methods and equipment which will conserve water, including any plans to upgrade or test the performance of irrigation equipment and the pump station in order to maximize efficiency, eliminate uncontrolled releases of water from water retention structures, regularly check for and remedy leaks in a timely fashion, eliminate non-target watering, to install part-circle irrigation heads where possible, recycle gray water and runoff, and schedule watering around peak evaporation times.

**Environmental Considerations** As a protector and provider of green spaces, Parks is deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the Licensed Premises. Practices may include, but are not limited to, the installation of Energy Star compliant appliances, the use of energy efficient, non-polluting, low noise generators, the employment of energy efficient and water conservation measures, the use of low toxicity chemicals, preservation of natural areas, and the use of environmentally friendly products.

Parks views favorably the installation of Energy Star approved appliances and equipment, such as vending machines and commercial refrigerators, at the Licensed Premises. Proposers should state whether they intend to install products that have the Energy Star seal of approval. Energy Star products and environmentally friendly practices can be found at: [http://www.energystar.gov](http://www.energystar.gov).

Parks also views favorably proposals that include plans to use “Green Seal” eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. A list of “Green Seal” certified products can be found at, [http://www.greenseal.org/FindGreenSealProductsAndServices.aspx](http://www.greenseal.org/FindGreenSealProductsAndServices.aspx) and a list of environmentally-friendly products/materials is also available at: [http://www1.nyc.gov/site/mocs/resources/environmental-preferable-purchasing.page](http://www1.nyc.gov/site/mocs/resources/environmental-preferable-purchasing.page)

Proposers should state whether they intend to utilize or install “Green Seal” or other environmentally friendly products, devices, or methods for cleaning and operational purposes. Proposers should also state in their proposals whether they intend to utilize or install energy-efficient light bulbs.

Parks encourages the successful proposer to use chlorine free, biodegradable products such as paper towels, napkins, utensils and plates if the proposer intends to utilize any disposable products for all food service at the Licensed Premises. Additionally, Parks will encourage the
use of environmentally friendly cleaners and the selling of sustainable food products. Proposers can consult the web site of the Green Restaurant Association (“GRA”) to locate GRA-endorsed products. Please visit http://www.dinegreen.com for more information. In addition to the use of environmentally friendly products, Parks will encourage the successful proposer to train staff on environmentally friendly food service practices and to utilize a composting service to dispose of food waste.

Special Events Subject to prior written approval from Parks, the concessionaire may conduct special events or programs at the Licensed Premises. The concessionaire shall submit to Parks for approval all plans for any events or programs at the Licensed Premises, and in no event shall the Licensed Premises be closed to conduct private activities during public hours of use except when such activities are specifically approved or sponsored by Parks and such a closure has been announced to the public at least two weeks in advance of such activities or events. Concessionaire must document each Special Event via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment. All revenue generated through such special events must be reported to Parks as Gross Receipts.

Parks, acting on behalf of the City of New York, reserves the right to host a number of annual events at the Licensed Premises, including benefits and other non-profit or public events. The dates of such events shall be mutually agreed upon by both parties and shall be reserved in writing not less than one month in advance.

Security Pursuant to a plan approved in writing by Parks, the concessionaire, at its sole cost and expense, shall be responsible for all security at the Licensed Premises and shall provide a 24 hour-a-day security system at the Licensed Premises. The concessionaire will be required to secure the Licensed Premises and any other equipment every evening.

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. Each proposal should include a detailed outline of maintenance schedules and safety precautions required for the operation of the Licensed Premises as well as any applicable staff qualifications and certifications. Proposers should also provide descriptions of the locations and types of facilities they have operated, including a list of references. The concessionaire will be required to comply with all national safety guidelines and Federal, State and City laws, rules and regulations related to the renovation, operation and maintenance of the Licensed Premises.

Community Relations Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community. Parks will view favorably proposals that demonstrate how the concessionaire will work with Parks staff to address maintenance issues, and work with area residents to address concerns, such as littering.

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

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 Parks with at least two (2) telephone numbers for contact purposes. The successful
proposer shall notify the Parks Revenue office immediately of any changes to the successful proposer’s address or phone number.

**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 concessionaire will be obligated to rectify in a timely fashion. Violations of the terms of the license agreement may result in the assessment of liquidated damages which, if not paid promptly, may be deducted from the concessionaire’s security deposit. If the concessionaire fails to provide the cleaning, maintenance, and operational services required by the license agreement, Parks shall notify the concessionaire in writing, and the concessionaire shall be required to correct such shortcomings within the timeframe set forth in such notice. If the concessionaire fails to cure the violation within the timeframe set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, assess liquidated damages and/or suspend or terminate the license agreement. Parks may impose a $250 administrative fee for reinstatement of a suspended license. Liquidated damages may be assessed in accordance with the following schedule:

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<tr>
<th>PROVISION</th>
<th>LIQUIDATED DAMAGES PER OCCURRENCE</th>
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<tbody>
<tr>
<td>Unauthorized Menu Items or Merchandise</td>
<td>$150</td>
</tr>
<tr>
<td>Missing or Unauthorized Price List</td>
<td>$250</td>
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<tr>
<td>Overcharging</td>
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<td>Expanding</td>
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<tr>
<td>Blocked Exits</td>
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<tr>
<td>Improper Disposal (noxious liquids, debris, etc.)</td>
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<tr>
<td>Equipment Leaking Fluids</td>
<td>$350</td>
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<tr>
<td>Equipment Obviously Damaged or in Poor Repair</td>
<td>$250</td>
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<tr>
<td>Unauthorized Advertising</td>
<td>$350</td>
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<tr>
<td>Roving or Vending at Unauthorized Location</td>
<td>$250</td>
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<tr>
<td>Improper Storage</td>
<td>$350</td>
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<tr>
<td>Graffiti, Dirty Facility or seating area</td>
<td>$350</td>
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<tr>
<td>Vending without valid DOHMH License</td>
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**Procedure for Appeals of Assessments To Concession License Violations** If an assessment is received for one of the above violations, there is a process by which the assessments may be appealed if the concessionaire feels that the assessment has been assessed in error. The procedure is outlined below:
1. Filing an Appeal

A. If the concessionaire wishes to appeal the assessment, a notice of appeal must be delivered to Parks within ten (10) days along with a statement of reasons why he or she believes the assessment was erroneous. The statement of reasons must be notarized. Any evidence supporting the concessionaire’s appeal (such as photographs, documents, witness statements, etc) should also be included.

B. If no appeal is received within 10 days of the date the assessment is mailed, the assessment shall be considered final and charged to the concessionaire’s account.

2. Adjudication of Appeal

A. The appeal shall be sent to the Director of Operations Management & Planning, whose office is located at the Arsenal, 830 Fifth Avenue, New York, NY 10065. The Commissioner has designated the Director of Operations Management & Planning to decide on the merits of these appeals. The decision of the Director of Operations Management & Planning shall constitute the final decision of Parks.

B. The Director of Operations Management & Planning is authorized to investigate the merits of the appeal, but is not required to hold a hearing or to speak to the concessionaire in person.

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

No Exclusive Vending Rights  Proposers should note that the license agreement will not grant the concessionaire exclusive rights to sell in the park in which the Licensed Premises are located. Moreover, Parks may grant other permits to vendors to sell the same or similar items authorized under this license agreement within the same park in which the Licensed Premises are located. Parks does not guarantee that illegal vendors, persons unauthorized by Parks or disabled veteran vendors will not compete with the successful proposer or operate near the Licensed Premises. Parks encourages concessionaires to report illegal vendors by calling 311.

B. CAPITAL IMPROVEMENTS

Parks anticipates a substantial investment from the concessionaire. The concessionaire will be responsible for all costs associated with the renovation, operation, and maintenance of the Licensed Premises. Parks will view favorably proposals that include “green building” design elements and encourages the use of environmentally friendly products for all repairs and capital improvements. A list of products/materials relating to environmentally-friendly practices in City construction projects is available in the New York City EPP Minimum Standards for Construction Products. A hard copy of the standards may be obtained from the agency or on the web at:


Improvements & Repairs  A complete renovation will be required to bring this building back into use. Parks has already performed an asbestos and lead inspection
and abatement. Parks is seeking proposals that contain creative adaptive reuse of the existing building including the following capital improvements:

- Repair or replace the existing roof including the roof drainage system where necessary.
- Repair or replace all floors, including support beams/subfloor and finish where necessary.
- Repair the ceiling or provide a new hung ceiling.
- Repair all walls and build new partitions.
- Upgrade the electrical system bringing additional power on site as needed and replace wiring to NYC Building Code. Install new electrical meter.
- Install new energy efficient lighting systems.
- Install gas lines and initiate service. Install new gas meters.
- Reconfigure the restrooms to provide access to employees, customers, and the general public as well as new fixtures and ventilation.
- Upgrade sewage system, install new sewer lines if necessary and provide grease traps.
- Upgrade plumbing system, including all piping fixtures, drainage and water.
- Install new HVAC unit.
- Replace windows and doors.
- Repair and repant exterior masonry as needed.
- Re-point bricks and masonry and remove bio-growth and graffiti as needed.
- Repair and repaint all interior and exterior wood trim.
- Purchase and maintain all kitchen equipment including fire suppression system.
- Provide Landscaping adjacent to the building and seating areas

The renovated building may be expanded, subject to Parks, Buildings and the Public Design Commission approval. The exterior of the renovated facility should preserve or replicate the original appearance although not necessarily in the same materials.

Designs should include outdoor seating.

*Note: All designs and work are subject to Parks approval. Additionally, all necessary permits and approvals for capital work and design must be obtained from the Department of Buildings and all designs and works to be performed on the exterior of the structure will require prior approval from the New York City Public Design Commission, and any other agencies having jurisdiction.

**Americans with Disabilities Act ("ADA") Compliance** The concessionaire shall provide ADA accessibility as required by prevailing code throughout the Licensed Premises, including, but not limited to, restrooms, installing ADA accessible counters in the café area, installing ramps, as needed, and providing ADA signage. The concessionaire shall comply with all City, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. The concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

**Permits, Licenses & Approvals** The concessionaire will be responsible for obtaining all necessary permits, licenses and approvals from all City, State and Federal Agencies having jurisdiction for the operation and maintenance of the Permitted Premises and the performance of all capital improvements at the Permitted Premises. This may include, but is not limited to, obtaining DOB construction permits, DOB Public Assembly Permits, DOB Certificate of Occupancy or Letter of No Objection, approval from the Public Design Commission, DOHMH permits, fire department certificates, DEP permits, New York State
Department of Environmental Conservation (NYS DEC) approvals, New York State Historic Preservation Office approvals, and New York City Landmarks Preservation Commission approvals. Additionally, all designs for construction to be performed on the Permitted Premises shall be prepared by licensed architects or engineers and will require prior written approval from Parks. The concessionaire will be required to provide Parks with all plans and specifications upon completion of the construction documents.

**Evaluation of Capital Investment & Design** Please note that Parks will weigh capital investment and design in its evaluation process (for more information, please see the “Proposal Content Guidelines” section). Therefore, please describe all intended capital work and provide cost estimates for this capital work in your proposal submission. In addition, please include a detailed capital/design timetable which clearly outlines proposed improvements and the anticipated duration of each improvement. The timetable may use “phases” as a schedule. Also, please indicate whether you plan to account for environmental considerations in your capital improvement and maintenance plan.

In compiling your capital submission, please be aware that the cost estimates provided in the successful proposal will become a minimum required capital expenditure in the License Agreement and the time frame proposed will become a mandatory capital schedule. In the event the concessionaire performs all capital improvements for less than the minimum required capital expenditure, any excess monies will be remitted to the City as additional License fees. If the concessionaire by the expiration or sooner termination of the License Agreement fails to expend the minimum capital expenditure required up to the date of expiration or sooner termination, the City may also require any unexpended monies to be remitted to the City as additional License fees. Therefore, please be realistic or even conservative in the investment and time frame you offer. All capital improvements and fixed equipment applied toward the proposer’s capital investment become the property of Parks upon installation, at Parks’ option. The concessionaire will also be required to supply all additional equipment and materials necessary for the successful operation of the concession. Proposers should differentiate between equipment to be applied towards the minimum required capital expenditure versus personal expendable items in their proposals. Personal expendable items should not be considered capital. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the concession. For example, routine painting and repair of minor wear and tear is considered routine maintenance and would not be accepted as capital investment. Parks reserves the right to determine whether certain repairs and material purchases can be accepted as capital improvements. The concessionaire shall pay for all improvements. As a Parks concessionaire, you may request a sales tax waiver for all sales tax costs associated with the capital expenditures on your Parks concession. Therefore, no sales tax expenses will be accepted as part of capital submissions. Personal expendable items not applied toward the required capital expenditure will remain the property of the concessionaire. These personal expendable items should be listed separately in your proposal under the category of “Additional Investment.”

**Certificate of Occupancy** The concessionaire will be required to operate and occupy the Licensed Premises in accordance with all applicable law and shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Licensed Premises in accordance with applicable law, including any necessary Certificate(s) of Occupancy. Concessionaire shall at all times operate the Licensed Premises in accordance with the provisions of any required licenses or permits. In the event that, at the commencement date of the license agreement, the concessionaire does not have a Certificate of Occupancy because one is not legally required, then the concessionaire shall obtain a “Letter of No Objection” from the DOB. Furthermore, in the event that, at the commencement date of the license agreement, or at any time during the term of the license agreement, the concessionaire does not have a
Certificate of Occupancy, where required, and does not have a “Letter of No Objection”, the concessionaire may conduct its operations in temporary structures that have been approved by Parks. The concessionaire shall obtain any necessary licenses and permits for such temporary structures before the commencement of operations. However, if in such situation, the concessionaire nonetheless chooses not to conduct such operations in temporary structures, then such operations shall not take place unless and until the concessionaire has obtained the necessary Certificate(s) of Occupancy, if required, or “Letter(s) of No Objection.” Nothing in this section shall limit the concessionaire’s obligation to pay the License Fees.

**Construction Security Deposit & Payment Bond**  At Parks’ discretion, the concessionaire may be required to provide a construction security deposit, in an amount and format approved by Parks, to ensure that all capital work is completed. If required, this security deposit, preferably in the form of a letter of credit, must be in place before any capital work commences.

To guarantee prompt payment of moneys due to a contractor or his or her subcontractors and to all persons furnishing labor and materials to the contractor or his or her subcontractors in the prosecution of any Capital Improvement Project with an estimated cost exceeding two hundred fifty thousand dollars ($250,000), Licensee shall post a payment bond or other form of undertaking approved by Parks in the amount of one hundred percent (100%) of the cost of such Capital Improvement Project before commencing such work. Such bond or other undertaking shall be in a form acceptable to Parks. For the purposes of this provision, a “Capital Improvement Project” shall mean a set of Capital Improvements that are reasonably related in time and purpose as determined by Parks in its sole discretion.

**Available Plans** Any available plans may be obtained from Parks’ Document Services/Map File Center at the Olmsted Center in Flushing Meadows-Corona Park, Queens. To make an appointment, please contact Steve Rizick, Director of Document Services, at (718) 760-6798. There is a nominal fee for reproductions. Parks makes no representations as to the availability, accuracy or completeness of these documents.

**C. DESIGN REVIEW FEE**  For Parks’ Design review of the concessionaire’s design documents, Parks will charge the concessionaire a fee (“Design Review Fee”) which will be a percentage of the total cost of all capital improvements. ”Total Cost” of such improvements will be the total amount stipulated in the license agreement. The fee is 1% of the total cost. Upon signing the License Agreement, the successful proposer will pay the Design Review Fee.

**D. ADDITIONAL REQUIREMENTS DURING THE TERM OF LICENSE**

1. The concessionaire will be required to renovate, operate, and maintain the Licensed Premises as a concession for the use and enjoyment of the general public.

2. The concessionaire will be required to submit a security deposit of 25% of the highest year’s guaranteed minimum license fee, which will be required for the duration of the term of the license. This security deposit, which may be in the form of an interest bearing account or other format approved by Parks, will be due upon signing.

3. The concessionaire will be required to carry Commercial General Liability insurance in at least two million dollars ($2,000,000) per occurrence, three million dollars ($3,000,000) 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 City of New York, including its officials and employees, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26, and the City's limits will be no lower than concessionaire's. If vehicles are to be used in connection with the concession, the concessionaire shall carry Business 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. The concessionaire shall maintain all-risk property insurance covering all buildings or structures on the property at a value determined by Parks. If applicable, the concessionaire shall maintain flood insurance through the National Flood Insurance Program (NFIP) for each building on the Licensed Premises. Each building shall be insured separately. For each building, the Concessionaire shall maintain the maximum limits available under the NFIP for both the building and its contents. In the event the concessionaire shall serve alcohol on the Licensed Premises, the Licensee shall carry or cause to be carried liquor law liability insurance in an amount not less than Three Million Dollars ($3,000,000) per occurrence, and name the City as additional insured. Such insurance shall be effective prior to the commencement of any such service of alcohol and continue throughout such operations. In the event the Licensee shall permit sublicensees or others to serve alcohol on the Licensed Premises, the Licensee shall carry or cause each such person to carry liquor law liability insurance in an amount not less than Three Million Dollars ($3,000,000) per occurrence, and name the City as additional insured. Such insurance shall be effective prior to the commencement of any service of alcohol by such person on the Licensed Premises and continue throughout such operations. Proposers are on notice that the City may require other types of insurance and/or higher liability limits and other terms if, in the opinion of the Commissioner, the proposed concession warrants it.

4. The concessionaire will be required to submit monthly statements of gross receipts from all categories of income in a format approved by Parks. Within sixty (60) days following the end of each operating year, the concessionaire will be required to submit 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, as described under “Internal Controls” in Section II(A) above.

5. 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.

6. The concessionaire will be responsible for regular pest control inspections and extermination, as needed. To the extent that the concessionaire applies pesticides to any property owned or leased by the City, concessionaire or any subcontractor hired by concessionaire shall comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.

7. Prior to the commencement of any construction, the concessionaire shall have an asbestos inspection performed on the existing structures at the Licensed Premises to the extent required by the Department of Buildings or other applicable authority. In the event that asbestos removal is deemed necessary, the concessionaire will remove the asbestos according to City, State and Federal regulations.
8. The concessionaire will be prohibited from cutting down, pruning or removing any trees on the Licensed Premises without prior written approval from Parks. Any attachments to the trees, such as lights, will not be permitted without Parks prior written approval.

9. The concessionaire will be required to cooperate with Parks during special and other unanticipated events.

10. Smoking of any tobacco product or electronic cigarette is strictly prohibited at the Licensed Premises except on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.

11. 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.

12. The selling and/or advertisement of cigarettes, cigars, electronic cigarettes or any other tobacco products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.

13. The concessionaire will be required to retain a professional licensed engineer or registered architect approved by Parks for design and filings of proposed capital work and to oversee the entire construction project. This supervising architect or engineer will be required to ensure that all construction conforms to the plans approved by Parks’ Design Division. Proposers are required to submit the Engineer or Architect’s qualifications to Parks for prior written approval.

14. For any vehicle fuel dispensing tanks or underground heating oil storage tanks over 1,100 gallon capacity, the concessionaire will be required to maintain up-to-date Petroleum Bulk Storage (“PBS”) registrations with NYS DECS and register such tanks with the DEP. The concessionaire will assume all registration and update costs. The concessionaire must keep a copy of the PBS Certificate on site and provide copies to Parks’ 5-Boro Office on Randall’s Island, New York. The concessionaire will be required to perform or have performed a tightness test conducted at least once every five years, to comply with Parks monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals or additions of tanks must be pre-approved by Parks. A useful web site for compliance issues is: http://www.dec.ny.gov/chemical/287.html

15. The concessionaire will be required to indemnify the City for claims arising out of the concessionaire’s operations under the License Agreement, pursuant to a provision to be included in the License Agreement.

16. The concessionaire must obtain the prior written approval of Parks prior to entering into any marketing or sponsorship agreement. In the event that the concessionaire breaches this provision, the concessionaire shall take any action that the City may deem necessary to protect the City’s interests.

17. The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Concessionaires of the City of New York or of
other governmental entities may be required to provide sick time pursuant to the PSLL. Exhibit A the Paid Sick Leave Law Rider, will be included in any concession agreement awarded from this RFP and will incorporate the PSLL as a material term of such agreement. Please read Exhibit A carefully.

III. THE RFP PROCESS/PROPOSAL PROCEDURE

A. PROPOSAL SUBMISSION INSTRUCTIONS
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 (for any changes to that standard please consult: http://www3.epa.gov/epawaste/conserve/tools/cpg/products/paperproducts.htm#printing)
The proposer should state whether its response is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive.

No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to Parks’ 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.

Please submit four (4) copies of your proposal (including four copies of all required attachments). The following information should be printed on the outside of the envelope:

Proposer’s Name and Address
Solicitation #: M4-SB-2016
Proposal Due Date: Thursday, September 15th, 2016 at 3:00PM

B. PROPOSAL SUBMISSION REQUIREMENTS
Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

1. All proposers must submit a proposal that includes a fee offer for each year of the License term. At 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. Failure to provide such documentation will result in a determination of non-responsiveness.

2. All proposers are required to submit as a proposal deposit a certified bank check, official bank check, money order, or cashier’s check in the amount of $5,000 with the proposal (payable to NYC Parks & Recreation). Personal or business checks will not be accepted. In the event of the failure of a successful proposer to execute a concession agreement in accordance with the terms of its proposal, the deposit shall be retained by the City unless the proposal has been permitted to be withdrawn. Proposal deposits will be returned to unsuccessful proposers after the concession agreement is signed with the successful proposer.
3. All proposals must be submitted in a sealed envelope and received in the office of the Revenue Division, City of New York Parks, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, New York 10065.

4. All proposals must be received by Thursday, September 15th, 2016 at 3:00PM. Hand delivery to Room 407 before the deadline is recommended to ensure consideration of your proposals. **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, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules.**

5. Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, proposers responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal and should do so in a separate envelope. (If the responding proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

**C. PROPOSAL CONTENT GUIDELINES**

Each proposal is expected to include the following:

1. **Proposed Capital Investment, Improvements and Design**
   - Proposers should submit a detailed timetable describing all design, improvements and capital work. This timetable should clearly outline all intended improvements and investments, the projected cost of these improvements, and the anticipated duration of each improvement. The timetable may use “phases” as a schedule. An approximate time frame for each phase should be included.
   - Proposers should submit a plan describing the extent to which proposed capital improvements and investments will take into account environmental considerations.
   - Proposers should submit designs of the exterior and interior of the Licensed Premises, including dimensions, photographs and renderings. All final designs of the successful proposer must be approved by Parks and other pertinent agencies in writing before construction can commence.
   - Parks will view favorably proposals that include “green building” design elements and encourages the use of environmentally friendly products for all repairs and capital improvements.
2. Planned Operations
   - Proposers should submit a detailed operational plan for the entire Licensed Premises, including but not limited to intended use of the facility, hours of operation, services to be provided, menu items and merchandise to be sold, whether ethnically diverse and/or healthy food choices will be provided, a detailed list of all proposed prices and rates, internal controls, landscaping plans, maintenance, rubbish removal, cleaning schedules, safety and security plans, any plans to install energy efficient appliances or appliances that have the Energy Star seal of approval and/or water conserving appliances, and any plans to use “Green Seal” or other environmentally friendly products or devices. All plans, schedules, services, menu items, merchandise, prices and rates, and hours of operation are subject to Parks’ prior written approval.

   - Proposers should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.

   - Parks is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.

   - Proposers should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation.

   - Parks will view favorably proposals that include plans to cater to cyclist needs such as bike repair service, having healthy on-the-go options, and providing air pumps for bikers who may need it.

   - Parks will view favorably proposals which incorporate ethnically diverse and healthy food choices

   - Parks will view favorably the installation of Energy Star approved appliances and equipment, such as vending machines and commercial refrigerators, at the Licensed Premises. Parks will also view favorably proposals that include plans to use “Green Seal” eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint.

   - Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community.

   - Parks will view favorably proposals that demonstrate how the concessionaire will work with Parks staff to address maintenance issues, and work with area residents to address concerns, such as littering.
3. Fee Offer
   • The fee offer should state the highest sum each proposer is prepared to pay as a license fee, expressed as guaranteed annual minimum fee versus a percentage of gross receipts, whichever is greater. The City urges that there be an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed minimum fee over the license term.

4. Operating Experience
   • Proposers should submit a resume or detailed description of the proposer’s professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the proposal. If any principal owner and/or officer of the submitting entity is currently or has been a principal officer of another entity or entities within the last five (5) years, that entity or entities (including applicable tax identification numbers) should be identified as well.
   • 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, operational and construction capability. One of the three references should be from a financial institution that has extended credit to the proposer. 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 or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
   • Proposers should identify the intended source of all funds proposed to be invested in the Licensed Premises.

PLEASE NOTE: All proposals should indicate how the proposer became aware of this concession opportunity (e.g. newspaper ad; mailing list, Parks website, etc).

IV. EVALUATION AND SELECTION PROCEDURES
Proposals will be evaluated by a selection committee composed of a minimum of three (3) Parks employees or Parks and other City employees and, possibly, independent (non-government employed) professionals with relevant expertise, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria listed below. 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:

- Proposed capital investment, improvement and designs: see Section III (C)(1)(30%)
- Planned operations: see Section III (C)(2)(20%)
- Fee offer: see Section III (C)(3)(20%)
- Operating experience: see Section III (C)(4)(15%)
- Financial capability: see Section III (C)(5)(15%)

B. EVALUATION PROCEDURES
Parks will only consider proposals that meet satisfactory levels of the above criteria. The City is not required to accept the proposal that includes the highest fee offer. Parks’ acceptance of a proposal does not imply that every element of that proposal has been accepted.

Parks cannot consider any proposal that does not comply with the “Submission Requirements” section of this RFP. Proposals that do not meet these requirements will not be evaluated. When feasible, employees of Parks will visit facilities operated by proposers.

V. OTHER GENERAL RFP REQUIREMENTS AND CONDITIONS
Parks 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 City of New York to do so.

Proposers are advised that Parks has the option of selecting the proposer 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.

Proposers have the right to appeal a determination of non-responsiveness and/or non-responsibility and have the right to protest a solicitation and award as specified in Chapter 1 of Title 12 of the Rules of the City of New York.

All RFP submission materials become the property of the City of New York and Parks. Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law.

Parks is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by Parks. (See Public Officers Law, Sections 87 and 89). Individuals or firms that submit proposals to Parks may request that Parks except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If Parks grants the request for exception from disclosure, Parks shall keep such proposal or portions thereof in secure facilities.
Parks shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therein.

Proposers should be aware that this concession will be developed and operated pursuant to a license agreement issued by Parks. In the event this agreement is terminated, Parks will not reimburse licensee's unamortized capital improvement costs.

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. Parks will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules. Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to Parks. A proposer may not withdraw its proposal before the expiration of forty-five (45) calendar days after the date of the opening of proposals; thereafter a proposer may only withdraw its proposal by submitting written notice to Parks in advance of an actual grant of a concession.

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

Proposers should be aware that, upon Parks' request, proposer(s) will be required to submit original copies of VENDEX Vendor and Principal Questionnaires to the Mayor's Office of Contract Services. In addition, any person or entity with at least a 10% ownership interest in the submitting vendor (including a parent company), is required to complete VENDEX Questionnaires (Principal Questionnaire for any person and Vendor Questionnaire for any entity with at least a 10% ownership interest in the submitting vendor). The concession award will be subject to completion of the VENDEX questionnaires and review of certain information contained therein by the Department of Investigation.

The New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller’s Office of Contract Administration, 1 Centre Street, Room 835, New York, New York 10007. This office may be reached at (212) 669-2323.

Mitchell J. Silver, FAICP,
Commissioner
EXHIBIT A

PAID SICK LEAVE LAW CONCESSION AGREEMENT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.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

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

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.
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.
Doing Business Data Form

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. This Data Form is not related to the City’s VENDEX requirements.

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: ____________________________

Entity EIN/TIN: __________________________

Entity Filing Status (select one):

☐ Entity has never completed a Doing Business Data Form. Fill out the entire form.

☐ Change from previous Data Form dated ________. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.

☐ No Change from previous Data Form dated ________. Skip to the bottom of the last page.

Entity is a Non-Profit: ☐ Yes ☐ No

Entity Type: ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type)

☐ Sole Proprietor ☐ Other (specify): __________________________

Address: __________________________

City: __________________________ State: __________ Zip: __________

Phone: __________________________ Fax: __________________________

E-mail: __________________________

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

01/05/2011 For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the Doing Business Database, and indicate the date that the change became effective.

<table>
<thead>
<tr>
<th>Officer Position</th>
<th>(CEO) or equivalent officer</th>
<th>(CFO) or equivalent officer</th>
<th>(COO) or equivalent officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>MI</td>
<td>_____</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Last</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Office Title</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Employer</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Birth Date</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>Home Address</td>
<td>__________________________</td>
<td>__________________________</td>
<td>__________________________</td>
</tr>
<tr>
<td>This position</td>
<td>☐ This position does not exist</td>
<td>☐ This position does not exist</td>
<td>☐ This position does not exist</td>
</tr>
<tr>
<td>This person</td>
<td>☐ This person replaced former CEO: __________________________ on date: __________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>replaced former CFO: __________________________ on date: __________</td>
<td>replaced former COO: __________________________ on date: __________</td>
<td></td>
</tr>
</tbody>
</table>

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do not need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

□ The entity is not-for-profit  □ There are no individual owners  □ No individual owner holds 10% or more shares in the entity

□ Other (explain): ____________________________________________

Principal Owners (who own or control 10% or more of the entity):

First Name: ___________________________  MI: _____  Last: ___________________________
Office Title: ___________________________
Employer (if not employed by entity): ___________________________
Birth Date (mm/dd/yy): _________________  Home Phone #: ___________________________
Home Address: ___________________________

First Name: ___________________________  MI: _____  Last: ___________________________
Office Title: ___________________________
Employer (if not employed by entity): ___________________________
Birth Date (mm/dd/yy): _________________  Home Phone #: ___________________________
Home Address: ___________________________

First Name: ___________________________  MI: _____  Last: ___________________________
Office Title: ___________________________
Employer (if not employed by entity): ___________________________
Birth Date (mm/dd/yy): _________________  Home Phone #: ___________________________
Home Address: ___________________________

Remove the following previously-reported Principal Owners:

Name: ___________________________  Removal Date: ___________________________
Name: ___________________________  Removal Date: ___________________________
Name: ___________________________  Removal Date: ___________________________

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.
Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: ___________________________ Mi: _____ Last: ___________________________
Office Title: ________________________________________________________________
Employer (if not employed by entity): __________________________________________
Birth Date (mm/dd/yy): ______________________ Home Phone #: ___________________
Home Address: _______________________________________________________________

First Name: ___________________________ Mi: _____ Last: ___________________________
Office Title: ________________________________________________________________
Employer (if not employed by entity): __________________________________________
Birth Date (mm/dd/yy): ______________________ Home Phone #: ___________________
Home Address: _______________________________________________________________

First Name: ___________________________ Mi: _____ Last: ___________________________
Office Title: ________________________________________________________________
Employer (if not employed by entity): __________________________________________
Birth Date (mm/dd/yy): ______________________ Home Phone #: ___________________
Home Address: _______________________________________________________________

Remove the following previously-reported Senior Managers:

Name: ___________________________ Removal Date: ___________________________
Name: ___________________________ Removal Date: ___________________________

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: ___________________________ Signature: ___________________________ Date: ___________________________
Entity Name: ___________________________ Work Phone #: ___________________________
Title: ___________________________