

Notice to Applicants
This Request for Proposals (RFP) has been revised as of 09-23-2020 for clarification

Request for Proposals
Riis Beach East Mall Building/Bay 9 and Related Facilities
Jacob Riis Park, Gateway NRA



<p>RFP Release Date: Tuesday, September 1, 2020</p>	<p>Proposal Submittal Deadline: Friday, November 6, 2020 by 1:00 PM</p>
<p>Site Tour: Upon Request Inquiries and Requests: Gateway_BMD@nps.gov</p>	<p>Anticipated Date for Selection of Qualified Proposals: On or about December 15, 2020</p>
<p>Question Submission Deadlines: Friday, October 16, 2020 Questions to: Gateway_BMD@nps.gov</p>	<p>Anticipated Lease Commencement: February 2021 - Effective Date subject to negotiation, approval, execution of a Lease</p>

I. BACKGROUND

A. Gateway and Jacob Riis Park

Gateway National Recreation (GATE) Area was established in 1972 as the nation's first urban National Park. Its 26,000 acres are operated by the National Park Service which manages more than 400 parks and historic sites nationwide. Gateway NRA is comprised of three park units in two states - The Jamaica Bay and Staten Island units in New York, and the Sandy Hook Unit in New Jersey. Jacob Riis Park, which contains the Bay 9 facility offered in this Request for Proposals (RFP), is part of the Jamaica Bay Unit of GATE.

Jacob Riis Park was established in 1912 and is named for the noted reformer and photojournalist who dedicated his life to showcasing the plight of the urban poor. The site was used by the United States Navy as Naval Air Station-Rockaway from 1917 to 1928, where the first airplane to make a crossing of the Atlantic Ocean departed on May 8, 1919. After the Navy left, the 220-acre Riis Park was redeveloped for seaside recreation. The historic Riis Beach Bath House was opened in 1932 and remodeled during a major expansion of the park in 1937 under longtime New York City Parks Commissioner Robert Moses. It was during this period that the Central Mall Buildings, which include the Bay 9 site, were constructed. Jacob Riis Park was incorporated into Gateway National Recreation Area in 1974. The park was listed on the National Register of Historic Places in 1981.

After several decades of restricted funding and neglect, Jacob Riis Park has experienced a dramatic recovery in recent years as interest in the Rockaways has flourished. The restoration enjoyed by neighborhoods along Rockaway Beach has spread to these NPS sites as well, as beachgoers flock from communities around the region to take advantage of the mile-long white sand beaches and growing beach culture.

In order to authorize future use and occupancy of the facilities described herein, NPS is issuing this competitive solicitation in accordance with 36 CFR 18.

II. OPPORTUNITY

A. NPS Goals

The NPS is seeking a Lessee to provide high quality food and beverage services and maintain the Premises identified herein to meet NPS standards at Riis Beach. The NPS is seeking operators who can ion should have character, offer a menu and service level that is its own quality destination within the park, attracts diverse beach goers, and better serves the surrounding community.

Gateway NRA is seeking to lease facilities from which diverse food and beverage options will be provided to continue attracting large and more varied groups of visitors. This goal is part of the NPS's continued support for a destination known for not just its sand and sea, but also for its food and enhanced seaside attractions.

During the 2020 season, pushcart and pop up operations were not authorized as a result of COVID-19 considerations. Additionally, in prior seasons, mobile operations were scaled back to reduce congestion along the boardwalk. Although Offerors are also welcomed to include plans for sale of merchandise from push carts or pop up vendors, this service is should be considered incidental by NPS as the trend to reduce such operations is likely to continue. If pushcart, pop up, or other types of vending are authorized, those will be subject to NPS approval of the type, number, and location of such vendors on an annual basis. NPS may consider the use of such amenities on an as-needed basis, at NPS discretion. In the event such amenities are authorized, NPS reserves the right to scale back and/or discontinue such services at its discretion, without penalty. If such operations are authorized, the selected Applicant may sub-lease these operations with prior written NPS approval. Applicants are encouraged but not required to address the use of mobile or pop up vendors in their proposals. Applicants should be willing to move forward with their proposals for use of the remaining facilities identified above in any case.

Applicants who are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency, whose payments have been deemed delinquent and have been deferred to the United States Treasury, are not eligible for consideration.

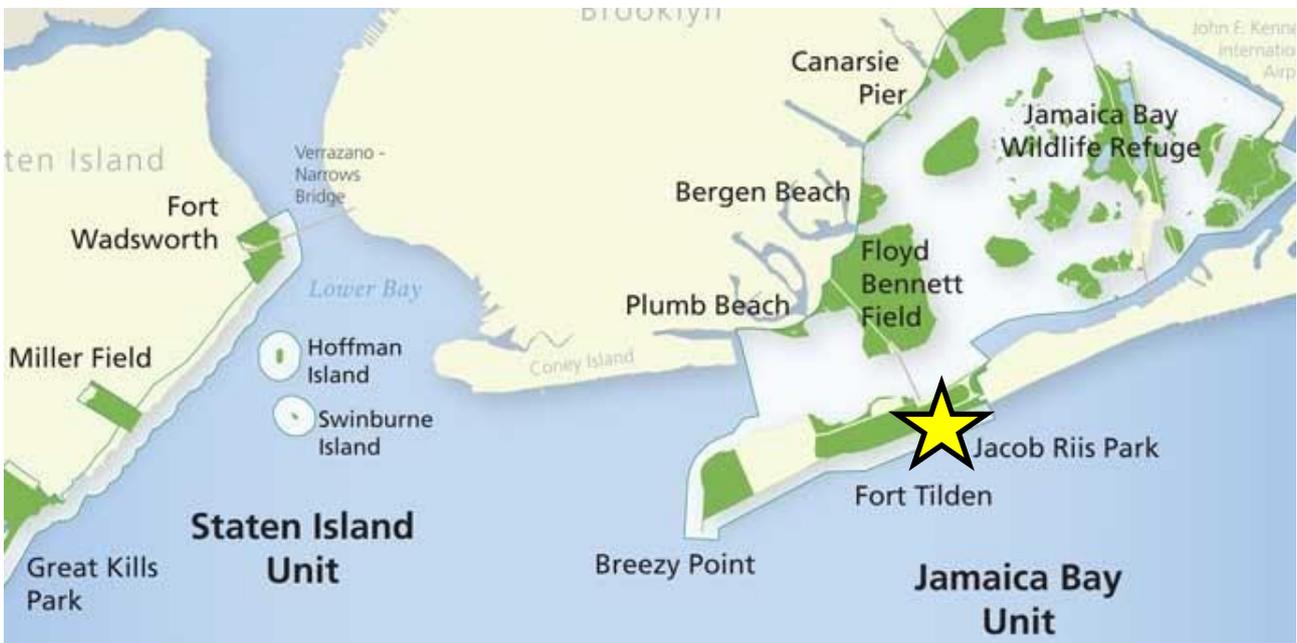
B. Property Location

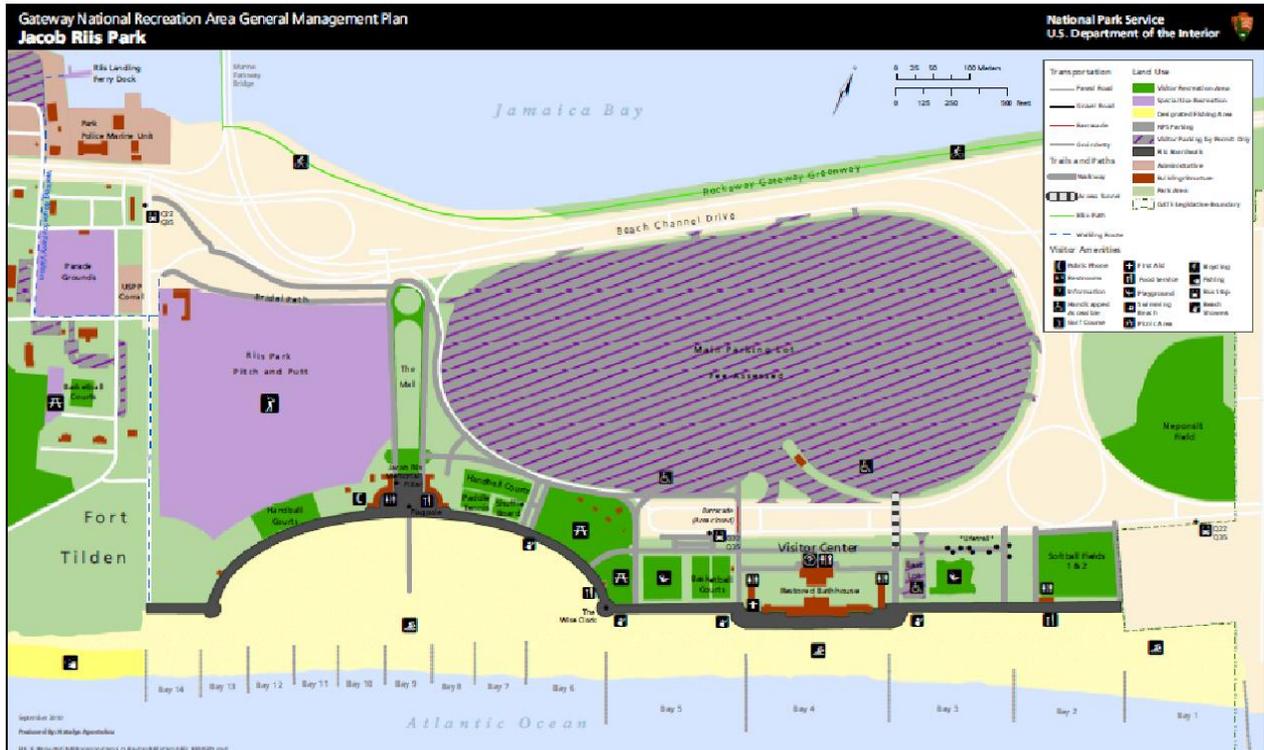
Riis Park is located on the western end of the Rockaway Peninsula, a barrier island that is within the Borough of Queens. It is accessible by car via two bridges and is connected to two city bus routes. Subway transit requires a bus transfer. A city bus stop is conveniently located nearby. There is ample parking at the Riis Park parking lot.

Bay 9 is situated on the boardwalk, adjacent to handball courts, and a popular family picnic area. It is also near the Riis Park Pitch and Putt golf facility. The site is close to Fort Tilden, another NPS site to the west that has become very popular with beachgoers.

The Bay 9 East Mall Building is available for use under this RFP. The Bay 9 West Mall Building will be reserved for use by NPS to accommodate critical park operations which may include, but are not limited to, lifeguard facilities, first aid, and a visitor contact station.

GATEWAY NATIONAL RECREATION AREA – NEW YORK UNITS





Additional Site Maps and Locations are included in Attachments to this RFP.

C. Property Description and Authorized Use

Applicants must have experience operating food and beverage facilities in or around an urban park setting. The Selected Applicant should be prepared to operate at all locations identified herein. The properties offered for lease under this RFP consist of the following:

Location	Description	Authorized Use
Bay 9 East Mall Building	The building is a two-story brick and masonry structure. The first floor of the building contains approximately 6,000 square feet of usable space. The second floor has limited utility. The area includes adjacent land in front of and to the east of the Bay East Mall Building which is suitable for seating and small stage performances. The area also includes land behind the Bay 9 East Mall Building which has limited parking for Lessees staff/management and must also be used for trash management.	Full-Service Food and Beverage. Sale of Alcohol at the Bay 9 Building permitted in accordance with Section III. A. 4. below. Programming activities and events. Separate Permits may be required to authorize such events and activities. Minimum Lead Time associated with such requests is 45 days. May be subject to additional costs.
Bay 6 Clock Stand	Snack stand building and adjacent land. Approximately 400 sf.	At this time, food and beverage services are limited to prepackaged food and beverage items or beach related merchandise though full-service use may be authorized once water and sewer services are restored at this location at the Lessee's sole cost and expense.

Location	Description	Authorized Use
		Sale of Alcohol at the Bay 6 Clock Stand building permitted in accordance with terms of Section III. A. 4. below.
Bay 2	Concrete pad site measuring 20' x 70' x 16". The Lessee will be solely responsible for restoring all connections to existing utilities.	Mobile Food and Beverage Service Mobile. Sale of Alcohol is prohibited. <u>Use of food trucks for sale of food and beverage is permitted at this location for the duration of the summer season but must be removed annually.</u>
Bay 14	Concrete pad site measuring 14.6' x 21' x 16". The Lessee will be solely responsible for restoring all connections to existing utilities.	Mobile Food and Beverage Service. Sale of Alcohol is prohibited. <u>Use of food trucks for sale of food and beverage is permitted at this location for the duration of the summer season but must be removed annually.</u>
Mobile or Pop-up Vending (Boardwalk)	Mobile and temporary pushcart, pop up or other types of vending may be authorized along the boardwalk, subject to NPS approval of the type and number and location of such vendors on an annual basis. NPS may consider the use of such amenities on an as-needed basis, at NPS discretion. In the event such amenities are authorized, NPS reserves the right to scale back and/or discontinue such services at its discretion, without penalty. Applicants are encouraged but not required to address the use of mobile or pop-up vendors in their proposals. Applicants should be willing to move forward with their proposals for use of other facilities identified above in any case.	Merchandise and other approved vending services. Sale of Alcohol is prohibited. <u>Mobile and Pop-up Vending may not remain on site overnight and must be removed daily.</u>
Adjacent Land Area	Lands associated with the Premises necessary in connection with the Authorized Use.	Such lands will be identified in any Lease negotiated with the Selected Applicant. Such areas may not yet be identified specified in Attachment A.

The historic Bay 9 East building and patio is the prime location on the boardwalk at the widest part of the Riis Park beach. The 6,000-square-foot brick and masonry two-story structure – which mirrors an identical building to the west - is a classic example of 1930's public park design with a graceful curved façade that helps define an outdoor patio area that overlooks the beach.

During the spring of 2014, GATE invested funds to restore the Bay 9 facility which included: extensive repairs to walls, ceilings, doors, roof, windows, as well as rehabilitation of the tile walls and floors. The HVAC, fire suppression, water, and electrical systems are in working condition. A new operator should inspect all fixtures and equipment determine which, if any, must be replaced. Additionally, any new operator may need to provide a cook-top, dishwasher, personal kitchen equipment, tables, chairs, dishware, and all other fixtures, furniture, and equipment necessary to operate the facility as described.

The historic Bay 6 Clock Stand area includes a small structure with roll up windows.

Bays 2 and 14 consist of concrete pads upon which the current Lessee has been utilizing temporary or mobile structures to provide food and beverage options.

The Selected Applicant will be required to inspect the Premises and identify which Improvements are necessary to make the Premises safe and operable. Except for personal property owned by the current Lessee, which is not included for use as part of this opportunity, **the Premises will be delivered in “as is” condition.**

D. Current Site Conditions - Utilities and Required Improvements

1. **Utilities:** Information about the availability of utilities and repairs required in connection with the use of the Premises is included below. Applicants should inspect the Premises and identify whether upgrades or repairs to utilities are required and address those considerations in any proposals submitted in connection with this opportunity.

Selected Applicants will be required to install Telecommunications (WIFI, fiber optic cable conduit, or equivalent) systems sufficient to service the Leased Premises.

UTILITIES	Gas	Electric	Water	Sewer	*Telecom
Bay 9 East Mall Building	Available	Available	Available	Available	None
Bay 6 Clock Stand	Available	Available	Available subject to sewer line repair.	None at this time. Lessee may make repairs to make the sewer operational	None
Bay 2 Historic Land/Concrete Pad	None	Available. Limited	None	None	None
Bay 14 Historic Land/Concrete Pad	None.	Available. Limited but reliable. Provided by current Lessee.	None.	None.	None

* Installation of telecommunications or other utility equipment requires prior written approval from NPS.

2. **Improvements Generally:** All Improvements to the Premises shall become the property of the United States. The Lessee must consult with the Lessor at all times prior to undertaking any improvements to the Premises. Acceptance by the NPS of any proposal submitted in response to this opportunity may not result in acceptance of all components, proposed activities, or proposed Improvements identified in such proposals. With the exception of the required Improvements identified below, NPS reserves the right to determine which, if any additional Improvements will be authorized. In the event such any Improvements or Alterations are made by the Lessee without

such required written notice and approvals, the Lessor may terminate the Lease for default in accordance with the terms of Lease and/or impose liquidated damages (payable by Lessee to Lessor as Additional Rent) in the amount of \$1,000 per violation per day (as adjusted by NPS annually) which shall accrue until such time as the Lessee makes the necessary corrections to the satisfaction of the Lessor and require removal by the Lessee at its expense of the non-compliant Initial Improvements or Alterations or the Lease is terminated by the Lessor.

Additionally, the following requirements apply to all Improvements, proposed or required:

- a. **Project Approval:** Applicants should be aware that project approval entails separate review by the park’s Division of Resource Management in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended. Project approvals require review of plans and specifications and require the park to make determinations as to the impact of proposed Improvements on natural and cultural resources. The Selected Applicant is required to abide by any conditions imposed by the NPS in connection with completion of project review. Alterations made by the Lessee without required written notification and approvals from Lessor described in this Lease are prohibited.
- b. **Non-Compliant Improvements:** Lessee’s costs for non-compliant Initial Improvements or Alterations are not eligible for Rent Offset.
- c. **Approvals for Requests to Offset Rent:** Approvals for Requests to Offset Rent must be submitted in writing and approved by NPS. The method and timing of such Rent Offset must be requested and approved in accordance with the Pre-Construction Rent Offset Request Form attached as Exhibit E. No Rent Offsets or deductions may be applied against Annual Rent absent NPS written approval. The Selected Applicant will be required to provide auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Lessor in support of requests for rent-offset.

3. Required Improvements: The Selected Applicant will be required to make the below identified Improvements and/or undertake repairs. NPS may offset the cost of Improvements against the Fair Market Value Rent in the manner identified in Attachment B – Sample Lease. Rent Offsets, if eligible, will be limited to Lessee’s actual costs of improvements (materials and labor) which must be supported by invoices, cancelled checks, and other documentation required by the Lessor.

Required Improvements*	
Location	Item/Description
Bay 9 East Mall Building	Installation of a new roof or ongoing repairs to the roof over the term of the Lease.
	Upgrades to the electric system
	Upgrades to exhaust hood mechanics
	Repair and upgrade overhead doors
	Replace roll gates
	Replace hot water heater
	Replace Drywall
	Upgrades to walk-in refrigeration units
Bay 6 Clock Stand Building	<p>*Installation/Repair of water/sewer line</p> <p><u>*This is only a requirement for Selected Applicants wishing to utilize this location for full food and beverage service. Otherwise, this location is limited to sale of prepackaged items.</u></p>

	Installation of three new roll gates
	Updates to exhaust hood components and related fire suppression system
	Installation of a new roof or ongoing repairs to the roof over the term of the Lease
All Locations	Installation of Wi-Fi or other Telecommunications service.
Total Required Minimum Investment (Estimated cost of required Initial Improvements)	\$160,000.00
<p>Please note: Life/safety issues, if any, must be identified by the applicant, and must be addressed to NPS satisfaction prior to commencing operations under the Lease. Otherwise, required Improvements should be completed by the end of the second lease year and must be completed prior to the expiration of the Lease.</p>	

*All improvements to the Premises require prior NPS written approval in accordance with terms of the Sample Lease – Attachment B.

E. Minimum Rent Requirements

*Minimum Rent Requirement/Fair Market Value Rent (Base <u>and</u> Percentage)		
Location	Base Rent	Minimum Percentage Rent (Gross)
Bay 9 East Mall Building	\$70,000 together with Bay-6 Clock Stand	5%
Bay 6 Clock Stand	\$70,000 together with Bay-9 East Mall Building	5%
Bay 2 Historic Land/Concrete Pad	N/A	10%. Sale of alcohol prohibited at this location
Bay 14 Historic Land/Concrete Pad	N/A	10%. Sale of alcohol prohibited at this location

Annual Rent Requirement for All Facilities (assuming all are authorized for use under the terms of a Lease)	\$70,000	5% from Bay-9 East and Bay-6. 10% from Bay-2 and Bay-14 Pads.
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*Rent will be adjusted annually by CPI.

* The base rent as identified above is required and NPS will not consider offers to pay higher base rent. However, Applicants are encouraged to submit proposals with an offer to pay a higher percentage rent to enhance the competitiveness of their submission.

III. LEASE

The NPS is seeking Lease Proposals from interested individuals and business organizations to operate a diverse food and beverage operation attractive to numerous and varied groups of visitors.

The NPS anticipates that the Lease may become effective as early as February 2021. Key information about the terms and conditions is summarized below.

The Lease to be awarded under this RFP will contain the provisions required by 36 CFR Part 18 as well as other provisions determined by NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the park area, and where applicable, to assure the preservation of historic property.

The selected Applicant (Offeror, proposed Lessee, Applicant, 'you', 'your') will have exclusive rights to negotiate and enter into a Lease that is not materially different from the attached Sample Lease (See Attachment B).

A. Terms and Conditions (summary)

A. Permitted uses: The proposed Lease will authorize use of the facilities identified herein for a beachfront food and beverage operation and complementary family-friendly events. The food and beverage service can include a mix of hot and cold food, casual dining and take-out options, and beverages. The selected operator must provide the NPS advance notice and receive approval for events proposed on the corresponding land assignment. NPS reserves the right to reject any event that it deems detrimental to the park resources or to park visitors. Event examples include movie nights, trivia contests, live music, comedy shows, or similar events that encourage extended daily visits and appeal to a broader customer base.

B. Park Rules: Lessee's activities on the Premises shall be subject to the park's compendium (<https://www.nps.gov/gate/learn/management/upload/2019-Compendium-updated-and-signed.pdf>) and the general supervision and inspection of the NPS and to such rules and regulations regarding ingress, egress, safety, sanitation, and security as may be prescribed by the Superintendent. Any related improvements proposed by the Lessee will require prior written approval from NPS.

C. New Construction: Construction of new or additional facilities is prohibited;

D. Sale and Consumption of Alcohol: Lessee is authorized to undertake the sale of alcohol in connection with Lessee's use and occupancy of the Premises the locations of which must be reviewed and approved by Lessor. The Lessor reserves the right to modify the number of locations at which the sale of alcohol may be undertaken at the Lessor's discretion. Sale and consumption of alcohol is limited to the Bay 9 East Mall Building, the Bay 6 Clock Stand Building, and lands assigned for use at those locations, and is subject to the following conditions:

- a. Lessee will be required to monitor and manage areas at which sale of alcohol is sold and consumed. Consumption of alcohol is limited to the designated seating area assigned under the Lease.
- b. The Lessee is required to submit an alcohol management plan not less than 60 days prior to the commencement of the operating season. The alcohol management plan **must should** address locations of sale, hours, plan to prevent patrons from taking alcohol off premises, procedures to deal with intoxicated patrons, procedures to prevent minors from consuming alcohol, methods of identifying patrons of the Premises such as wrist bands or hand stamps.
- c. Terms and conditions identified in Paragraph 5.2 Annual Rent.
- d. The Lessee must comply with applicable State laws and local ordinances controlling alcoholic beverages. The Lessee must investigate such laws, ordinances and regulations as may apply to alcoholic beverage sales conducted pursuant to this Lease and obtain such licenses and permits, and pay all applicable taxes and fees. Lessee is required to obtain the necessary authorizations and approvals from the City or State of New York or local governing bodies prior to conducting any alcohol sales.
- e. Both the Lessor and local authorities may enforce such laws and ordinances.
- f. The Lessee may not conduct any promotional activities that center on alcoholic beverages (i.e., happy hours, two-for-one sales, alcoholic product promotions, etc. Lessee will be required to monitor the area where alcohol is sold to ensure and enforce same.
- g. Lessee must post signs stating "NO ALCOHOL BEYOND THIS POINT" at locations identified by NPS. Signs must meet NPS sign standards.
- h. Lessees will be required to provide a method of surveillance that can be reviewed by Law Enforcement.
- i. Lessees will be required to pay costs related to management and additional rent for failing to monitor and manage sale and consumption of alcohol as required herein.
- j. Lessor reserves the right to withdraw permissions allowing sale and consumption of alcohol on the Premises under the Terms of the Lease due to mismanagement or poor oversight by the Lessee notwithstanding any other condition to the contrary.

E. Lease terms and payment: The frequency of the Lease payment will be negotiated with the selected applicant; however, the length of the Lease term is limited to five (5) years NPS does not have the authority to renew or extend Leases. Lessee has no right of renewal for the Lease.

F. Monthly Revenue Reporting: The Lessee must maintain a Point of Sale management information system and provide the Superintendent a monthly report, no later than ten (10) days after the end of the month, which will reflect the following information:

- a. Lessee's Total Monthly Gross Revenue by Departmental Category (food and bar sales, retail, rentals, as applicable).
- b. Each sub-Lessee's or other sub-occupant's Total Monthly Gross Revenue by Departmental Category (food, bar, retail, rental, as applicable).

G. Rent: The Lessee is required by law to pay, at a minimum, a fair market value rent to the NPS (see minimum Rent requirements in Section II. E., above). **The amount of rent offered **must should** be included in your response to NPS.** The final rent payment schedule will be negotiated with the selected Applicant. The amount of rent offered may not be less than the fair market value rent. Applicants **must should** be prepared to pay:

- Base rent for the use and occupancy of the facilities
- Percentage rent from gross sales of the Lessee and any/all sub-occupants (including but not limited to sub-lessees).
- A per vendor fee for all mobile or pop-up operations.

Rent will be adjusted annually by CPI. Applicants may submit proposals with an offer to pay a higher percentage rent to enhance the competitiveness of their submission. Applicants must should include a rent payment schedule as part of their proposal. Advanced base rent payment: Applicant is required to provide the first month's rent upon execution of the lease.

H. Additional Costs/Additional Rent: Lessee is obligated for any additional costs incurred by NPS related to matters and events requiring Law Enforcement response, use of restrooms beyond park hours, NPS staff required to manage and monitor Lessee's activities, costs to NPS for cleanup, repair, or maintenance resulting from Lessee's use and occupancy of the Premises. Such additional costs shall be considered additional Rent.

I. Operating Hours: The park is open 5:00 AM – 8:00 PM from November 1 – March 31 and 5:00 AM – 10:00 PM from April 1 – October 31 however; certain areas of the park are subject to different hours of visitation/operation. Jacob Riis Park and the Riis Park Parking Lot are open from 6 a.m. to midnight. Events expected to go past 8:00 PM from November 1 – March 31, or past 10:00PM from April 1 – October 31 may require onsite Supervision, the cost of which may be considered additional rent. Noise violations may result in issuance of a U.S. District Court Violation Notice pursuant to 36 CFR 2.12 (Audio Disturbance) and / or 36 CFR 2.34 (a)(3) Disorderly Conduct.

J. Restrooms: Restrooms are open during park hours. In the event Lessee is authorized to conduct activity at the Leased Premises beyond park hours, Lessee will be required to address the related need for use of restrooms beyond park hours with the Jamaica Bay Unit Coordinator.

K. Trash: Scheduled trash removal is required on a frequent basis at the Lessee's cost and expense. Additionally, the Lessee is required to provide and utilize commercial grade trash compactors behind the Bay 9 East Mall Building at the Lessee's cost and expense. The use of commercial trash compactors at other locations within the Premises may be authorized subject to NPS written approval. The NPS reserves the right to demand additional trash pickup at the Lessee's cost and expense. The Lessee must identify the manner by which rubbish removal will be managed, including the number and location of all trash and recycling bins and the logistics for emptying these bins, waste removal, and the separation and processing of recyclable materials. Additionally, Lessee must provide a proactive and preventive pest control strategy including but not limited to monthly inspections of the premises. Pest control strategies must-should consider products and services that limit negative environmental impacts.

L. Maintaining Clean Facilities: All facilities must be kept clean and well-maintained. Tables, chairs, and umbrellas must be clean and washed on a frequent and consistent basis. Maintenance of grease traps and other kitchen elements is required. Lessee will be required to maintain and provide satisfactory inspection reports and cleaning logs on site throughout the course of the Lease.

M. Additional Storage: NPS may authorize locations for limited additional storage required by the Lessee upon request, if available. Additional storage locations have not been identified in connection with this opportunity due to a shortage of viable locations. In the event NPS is able to identify and authorize Lessee's use of same, Lessee will be required to remit rent payments corresponding to same as identified by NPS in writing.

N. Utilities: The Lessee is responsible for all utility costs and maintenance, including electric, gas, sewer and water. Not all utilities are available at all areas of the Leased Premises.

O. Insurance: The Lessee is required to provide proof the following types of Insurance are in effect during the Lease term:

- a. Flood - Lessee must obtain Flood Insurance in sufficient coverage amounts. Applicants must provide evidence that such coverage is available in their response to this RFP. Otherwise, as part of this RFP, Applicants may request a waiver from the requirement to provide Flood Insurance based on supporting evidence that Flood Insurance is not available or so cost prohibitive as to render the Applicant's proposal infeasible.
- b. Liability - Lessee must provide Liability Insurance coverage in amount of \$1 million per occurrence/\$3 million aggregate (see attached Draft Lease)
- c. Property - Lessee must provide not less than \$2,000,000 Each Common Cause Limit/ \$3,000,000 Aggregate Limit.
- d. Liquor Liability – Proof of Liquor Liability is required, if alcohol is served or made available at the Premises. Lessee must obtain coverage in amount not less than \$2,000,000 Each Common Cause Limit/ \$3,000,000 Aggregate Limit.

P. Maintenance Reserve Escrow: The Lessee may be required to deposit \$5,000 with the NPS in an escrow account to ensure satisfactory performance and maintenance at the Bay 9 facility. Operators are responsible for all maintenance and cleaning expenses at Bay 9. These escrow funds, if required in the Lease, will be used by Gateway NRA in the event there is an immediate need for cleaning or repair of the leased property and the operator is unable or unwilling to cover the cost. If unused, this money will be returned to the licensee at the end of the lease term.

Q. Inspections: Generally: The Lessor retains the right, and the Lessee must provide access to the Lessor, to inspect the Premises at any time during the term of the lease, without prior notice, to ensure compliance with the negotiated Lease agreement, park regulations, and public laws.

R. Health and Safety: The Lessee is required to submit to and comply with the results of a complete NPS federal health and sanitary inspection to the satisfaction of the NPS before the food and beverage business can open to the public. Gateway NRA will work with the Lessee to arrange this final inspection, conducted by a member of the Gateway staff, at the earliest convenient time. Lessee will be required to maintain and provide satisfactory inspection reports on site throughout the course of the Lease. All assessments will be completed pursuant to guidelines established by applicable law, regulation, and policy, including the most recent version of the Food and Drug Administration (FDA) Food Code, which can be found at: <https://www.fda.gov/food/fda-food-code/food-code-2017>. Additionally, selected Applicants must demonstrate compliance of the "Certified Food Safety Manager" Certification as well as the Mobile Food Establishment requirements under the 2017 FDA Food Code.

- a. Deficiencies and Violations: Based on these inspections, NPS may issue written notices of deficiencies and provide a timeframe in which the problem must be rectified. In the event the Lessee has not corrected deficiencies within the allotted timeframe noted in any corresponding written notice from the Lessor, the Lessor may take any all of the following actions:
 - i. The Lessor may impose liquidated damages (payable by Lessee to Lessor as Additional Rent) in the amount of \$1,000 per violation per day (as adjusted by NPS annually) which shall accrue until such time as the Lessee makes the necessary corrections to the satisfaction of the Lessor;
 - ii. The Lessor may undertake action necessary to remedy noted deficiencies at the Lessee's cost and expense, such costs and expenses shall be payable by the Lessee as Additional Rent;
 - iii. The Lessor may terminate the Lease for default in accordance with the terms of Lease.

S. Permits: Permits are required for any event inconsistent with use authorized for the Premises and for use proposed outside of the Leased Premises. Park Management

reserves the right to reject or cancel any event where it deems the activity a threat to the park's natural and cultural resources, the activity is unsafe or otherwise poses a threat to visitors, or conflicts with the park's mission and values. Park management also reserves the right to reject or cancel any event in case of emergency as determined by NPS, or in the event of parking restrictions and an inability to accommodate the proposed number of visitors or vehicles.

T. Building Capacity: The Lessee will identify and limit the building's occupancy capacity for both indoor events and for indoor/outdoor events in accordance with applicable codes. Building and patio capacity as well as seating plans must be approved by the park Superintendent.

U. Parking: Parking for 10,000 vehicles is available in the Riis Beach Parking Lot on a first come, first served basis. The Lessor is prohibited from waiving parking fees. The Lessee is required to make arrangements for its employee parking in accordance with same.

V. Record Keeping:

- a) Lessee must keep detailed records of costs and expenditures associated with Repair and Maintenance projects in Excel or compatible format acceptable to the Lessor.
- b) Lessee must provide copies of all warranties which must include a provision that all warranties are transferable to the United States, as well as operation and maintenance records, manuals, and schedules provided by the manufacturer.
- c) Lessee must maintain Point of Sale records of all gross receipts, invoices and records of cost of goods sold, customer counts, and revenue per sales category.

W. Subleases or other sub-occupants: Subleases of portions of the Premises to multiple vendors may be permitted for the duration of the Lease. NPS review and approval of the number and location of sublessees or other sub-occupants, as well as sublease terms and conditions is required prior to Lessee's use or issuance of same. Lessees must provide the Lessor with contact information (name, telephone number, email, point of contact) for all sub-occupants in connection with NPS approval of the type and number and location of such vendors on an annual basis. NPS reserves the right to terminate, or require the Lessee to terminate, any sublease or authorization for sub-occupancy in the event any sub-occupant fails to keep and perform any of the terms and conditions of the sub-lease or related authorization or the Superintendent has determined the sub-occupant is engaging in activity inconsistent with the park's mission and values. Additionally, NPS reserves the right to remove individuals from the Premises, or to require the Lessee to remove individuals from the Premises, in accordance with applicable law, regulation, and policy, upon 24 hours' notice, or without prior notice if damage to resources or facilities occurs or is threatened, in the event the Superintendent determines it necessary in the interest of public safety, public health, general welfare, or in the event the Superintendent has determined there has been conduct unbefitting the mission and values of the NPS, notwithstanding any other term or condition of this Lease to the contrary.

X. COVID 19/Other Emergent Health and Safety Considerations: The Lessee will be required submit to a COVID 19 (or other emergent, as applicable) Safety/Operations Plan (plan). Once the plan is submitted to and accepted by NPS, the Lessee is required to implement and enforce the plan, which will be incorporated into the Lease, until such time as the Lessee is notified by NPS in writing that such measures may be relaxed or discontinued. NPS reserves the right to immediately suspend, terminate, or revoke this authorization without penalty if NPS, in its sole discretion, determines the Lessee has failed to comply with same.

Y. Compliance with NPS Determinations: The Lessee will comply with any determinations made by the Superintendent or her designee regarding ingress, egress,

safety, sanitation, and security, or impacts to park resources or values, or any determinations which may necessitate suspension of the authorized activity.

Z. Restrictions on Access: In the event of a government shutdown, access to leased facilities may be prohibited.

IV. THE COMPETITION

A. Overview

This Lease opportunity is open to all interested persons and businesses on a competitive basis. The proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a final Lease agreeable to both the selected Applicant and NPS.

To be selected by the NPS, the Applicant must demonstrate the capability to plan and finance your proposal. Evaluation criteria and the process for Lessee selection are described in detail in the sections called "Proposal Selection Criteria" and "Evaluation and Selection Process" in this Request for Proposals.

The NPS reserves the right to reject one or all proposals or terminate Lease negotiations at any time prior to executing a final lease without penalty or liability.

B. Authority

The NPS has the authority to lease historic buildings through the National Historic Preservation Act (16 U.S. C. Section 470h-3), as amended, the National Park Service General Leasing Authority 16 USC 1a-2(k) passed in 2001 which authorizes the NPS to lease federally owned property within boundaries of the park.

This RFP is issued under the authority of 36 CFR Part 18. This RFP and the offered Lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

C. Site Tour and Additional Information

Site tours are available upon request. Please contact gateway_bmd@nps.gov to schedule a tour.

Questions about this RFP must be submitted by the date noted on the cover page of this Request for Proposals via email to gateway_bmd@nps.gov or by mail to the Business Management Division, 210 New York Avenue, Staten Island, New York, 10305. NPS will issue answers in the format of Frequently Asked Questions which will be made available to the public.

D. Proposal Submission Requirements

Due to COVID-19 restrictions and limitations, **Proposals must be submitted electronically** to gateway_bmd@nps.gov. Proposals must be submitted on or before the date and time stated on Page 1 of this solicitation. The subject line should include the following: Proposal – Bay 9 RFP 2020. Please note, electronic submission of proposals will not have been deemed received until NPS issues a written response acknowledging receipt.

Proposals should be addressed to:

Superintendent
Gateway National Recreation Area
210 New York Avenue
Staten Island, New York 10305

Proposal – Bay 9 RFP 2020

Proposals submitted by mail, in person delivery, telephone, fax, or other methods will not be considered.

Effective proposals should be organized with the same format and numbering system as this RFP and will contain clear, concise answers that address all the questions raised. Proposals that do not specifically answer all questions will be deemed non-responsive and not evaluated further.

1. Applicant Identification

Proposals ~~must should~~ include the following information for any Applicants involved and all principals of any corporate entity seeking to operate the Premises:

- Name of individual, title, address, phone number, and email address of primary contact person
- If applicant is an entity, provide names and contact information of each partner, proprietor OR controlling principals
- Proposals ~~must should~~ also detail the nature of the Applicants' corporate entity or partnership details, existing or proposed.
- As applicable: relevant/related professional licenses or special skills/designations
- Required experience. Applicants must have experience operating food and beverage facilities in or around an urban park setting.

2. Financial information

Proposals ~~must should~~ also include detailed financial information for each applicant involved. Applicants ~~must should~~ attach the following documents with any submission package:

- Bank statements for the three most recent months indicating that funds sufficient to support the operation as proposed by the Applicant are available.
- A recent credit report (obtained within the past thirty days).
- A list of any bankruptcies, foreclosures, loan modifications or financial judgments lodged against all Applicants submitting any proposal.

Any financial attachments must be provided in Excel format or other compatible software.

3. Required Forms

Applicants ~~must should~~ also complete and submit the following:

- Attachment C – Sample Transmittal Letter
- Attachment D – Identification and Credit Information (select one of the three as appropriate)
- Attachment D – Financial Information for Revenue Producing Uses

Proposals that are not received electronically or at the designated address by the specified deadline will not be considered. NPS will not consider proposals that have been mailed or postmarked prior to the deadline but which are not delivered to the designated address prior to the deadline.

E. Proposal Selection Criteria and Required Responses

The NPS requires clear and concise answers. Please respond fully and accurately to all questions/requests and label your responses accordingly. If the required information is not provided, the proposal may be determined non-responsive and will not be evaluated further.

V. PROPOSAL PACKAGE

The NPS will review all responses to this RFP through an evaluation panel. Proposals will be reviewed to ensure they adhere to the requirements outlined in this RFP and were submitted on time. Proposals that do not meet these requirements will be considered non-responsive and eliminated from consideration. NPS will select the best responsive proposal received under this RFP based on the criteria outlined below.

Criterion 1- USE

The compatibility of the proposal's intended use of the Leased Property with respect to preservation, protection, and visitor enjoyment of the park

NPS Objective: Proposals must be compatible with the vision of Riis Beach as a vibrant, public beach open to visitors and neighboring communities. Although there is high summer seasonal demand, the NPS is interested in encouraging year-round use. Applicants are invited to propose outdoor activities and entertainment such as live music, poetry readings, movie nights, comedy shows, or other arts-based entertainment.

REQUIRED RESPONSE:

- Please describe in detail how you plan to operate a food and beverage operation at the Premises identified herein during peak summer season as well as how you might encourage year-round use of the facility. Applicants ~~must should~~ describe, if applicable, what activities and entertainment they would provide.

Criterion 2- Financial & Rent

The financial capability of the Offeror to carry out the terms of the Lease and the amount of rent offered.

NPS Objective: The NPS is interested in a full-service restaurant in Bay 9, and limited food and beverage service at Bay 6. Applicants are encouraged but not required to address the use of mobile or pop-up vendors in their proposals.

The Applicant must be capable of making the financial investment required for the level of service the Applicant proposes.

Applicants ~~must should~~ identify the manner by which they propose to fund the required Improvements identified in Section II, Paragraph D. 3. Required Improvements

No annual rent offer in an amount less than the annual base and percentage rent identified in Section II, Paragraph E for each year shall be accepted. Applicants may submit proposals with an offer to pay a higher percentage rent to enhance the competitiveness of their submission

REQUIRED RESPONSE:

- Describe the personal property investment including all furniture, fixtures, and equipment (FF&E) you propose in connection with this opportunity
- Submit documentation of the source and availability of funds for the estimated investment costs through bank statements, bank financing commitment letters, or similar documents that substantiate your financial capability.
- State how much annual rent you offer to pay. The rent payment schedule will be negotiated with the selected Applicant. The amount of rent offered must at least equal fair market value rent as determined by the government.

Criterion 3- Experience

The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease.

NPS Objective:

To obtain a food and beverage operator at Bay 9 who has the experience necessary to successfully develop and manage a **themed** restaurant with a concept that will attract customers as a destination. This operator will also need to demonstrate their capacity to accommodate large crowds and to expand food and beverage service operations as demand dictates. Variations in offerings may ~~Examples of themes~~ include (but are not limited to): beer gardens, taquerias, crab shacks, etc.

REQUIRED RESPONSE:

- Describe your experience operating a **themed** restaurant. .
- Describe how your experience and background qualifies you to provide services and operate the Premises as described herein.
- Submit a detailed business plan describing the proposed operations including theme/concept, menu, marketing, and design.

Criterion 4- Sustainability

The ability and commitment of the Offeror to conduct its activities in the park area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling.

NPS Objective: NPS seeks a Proposal that takes into account climate change and offers eco-friendly alternatives for operation of a food and beverage operations. References to consider: <https://www.nps.gov/subjects/climatechange/index.htm>

Applicants should include in their plans the use of Energy Star or similar efficient appliances, and incorporate environmentally friendly green products in their operations (see the Green Restaurant Association’s endorsements at www.dinegreen.com or the list of certified “Green Seal” products at www.greenseal.org). Preference will be shown to proposals that commit to these products and practices.

REQUIRED RESPONSE:

- Describe your proposal for managing and using the property in an environmentally enhancing manner through programs and actions you may propose, energy conservation, waste reduction, and recycling.

Criterion 5- Preservation (5%)

The property is a historic property; the compatibility of the proposal with the historic qualities of the property.

NPS Objective: For the operator to take full responsibility for all repairs and maintenance of the occupied facility. Additionally, any work performed on the structure must conform to all applicable standards and be compatible with the Park’s status as a National Historic Landmark District.

REQUIRED RESPONSE:

- Submit detailed plans, specifications, Facilities, Fixtures and Equipment (FF&E) and signage installation requirements.

Criterion 6- Menu

Healthy Parks Healthy People is a global movement that harnesses the power of parks and public lands in contributing to a healthy civil society.

NPS Objective: To engage Applicant(s) with the ability and commitment to serve healthy, fresh, ethnically, and seasonally diverse foods across a spectrum of price points. Applicant(s) should be able to create an all-encompassing concept and convert those themes to menu items of high quality and consistency. Food choices should appeal to a broad audience serving the diverse and eclectic customer visitor base.

REQUIRED RESPONSE:

- Submit a sample menu including graphic representations of offerings, ingredients, and proposed pricing. Offerings should include a variety of pricing options.

Criterion 7- Operations

The Lessee is expected to operate and maintain the premises at the highest standards. All operations should make a significant improvement to the ambience of the park and raise the level of quality of food and service to the public. The NPS is looking for an operator who will introduce innovation to the park and keep it fresh and inviting year after year.

NPS Objective: The NPS seeks beachfront food and beverage operations that not only meet historical demands at Riis Beach, but would serve to attract new customers. The NPS will expect the operator to undertake and maintain a robust and multifaceted advertising and marketing program using multiple media platforms to promote Riis Beach and the services and activities offered by the operator.

NPS is seeking consistent food and beverage operation at Riis Beach and will favor proposals that complement the hours the park is open to visitors, 7 days per week, between Memorial Day weekend and Labor Day.

Additionally, NPS will favor proposals that include plans for small mobile or temporary satellite food and beverage services including; push carts, mobile facilities, moveable cargo container food stands, and food trucks. These mobile and temporary services may operate in addition to the Bay 9 location subject to written approval from the Lessor which may be modified as necessary, and the operator may sub-lease these operations with NPS approval.

Ancillary services such as Wi-Fi, retail sales, beach rentals will also be considered. Please note, the use of umbrellas, cabanas, and other shade structures is limited in the park's compendium.

REQUIRED RESPONSE:

- Submit a sample menu including graphic representations of offerings, ingredients, and proposed pricing.
- Describe the mobile/modular operations proposed, if any.
- Using a location map, identify where additional food and beverage locations are proposed.
- Using a location map, identify locations at the Bay 9 East Building where sale of alcohol is proposed.
- Identify whether you will operate all locations or whether you intend to sublease.
- Provide the proposed hours of operations for all locations
- Provide a proposed schedule. Please note any change in proposed hours of operations between seasons.
- Describe strategies for marketing and advertising, and methods of interactive media platforms the operator will employ.

F. Evaluation and Selection Process

The National Park Service will review all responses to this RFP through an evaluation panel assisted by technical consultants as appropriate.

All proposals will first be screened for adherence to the requirements of this RFP. NPS will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined at the sole discretion of the NPS. The NPS will select the Applicant best suited to provide food and beverage services based on responses to the selection criteria. The NPS will negotiate the terms of the final Lease with the successful Applicant. If negotiations with the selected Applicant fail, the NPS may negotiate with other Applicants for award of the offered Lease or terminate this solicitation without liability to any person.

The NPS, in its sole discretion, will determine whether the Applicant's experience and financial capability match the scale and scope of the proposal.

G. Additional Information and Modification of Proposals

NPS may request additional information or written clarification of a proposal from any Applicant after the submission date. However, proposals may not be amended after the submission date unless permitted by the NPS. The NPS may not permit amendment of a proposal unless all Applicants that submitted responsive proposals are given an opportunity to amend their respective proposals.

H. Confidentiality – Proposals Considered Public Documents

All proposals submitted in response to this Request for Proposals may be disclosed by the NPS to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C. § 552). If you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

“The information specifically identified on pages of this proposal constitutes trade Secrets or confidential commercial or financial information that the Applicant believes to be exempt from disclosure under the Freedom of Information Act. The Applicant requests that this information not be disclosed to the public, except as may be required by law.”

Applicants must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

“This page contains trade secrets or confidential commercial and financial information that the Applicant believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal.”

Information so identified will not be made public by the NPS except in accordance with law.

VI. ATTACHMENTS

- A. Location Maps/Proposed Land Assignment/s
- B. Sample Lease
- C. Sample Transmittal Letter
- D. Financial Forms:
 - Identification and Credit Information (select one of the three as appropriate)
 - Financial Information for Revenue Producing Uses
- E. Pre-Construction Rent Offset Request Form

The NPS reserves the right to reject one or all proposals or terminate lease negotiations at any time prior to executing a final lease without penalty or liability. Additionally, Selected Applicants should note that acceptance of any proposal by NPS does not constitute approval to proceed as proposed until such time as a Lease is awarded and any corresponding written approvals have been issued.

Acceptance by the NPS of any proposal submitted in response to this opportunity may not result in acceptance of all components, proposed activities, or proposed Improvements identified in such proposals.

Applicants who are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency, or whose obligations for payments have been deemed delinquent and have been deferred to the United States Treasury, are not eligible for consideration.

The NPS does not warrant and assumes no liability for the accuracy of the information provided in this RFP.



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