



# NYC Parks



## REQUEST FOR PROPOSALS

**For the Installation, Operation and Maintenance of Multiple Site Kayak and Canoe Launch and Rental Stations on New York City Parklands throughout Jamaica Bay, and corresponding Installation, Operation and Maintenance of Multiple Site Kayak and Canoe Launch and Rental Stations in the Jamaica Bay Unit of Gateway National Recreation Area, a unit of the National Park System**

## BROOKLYN AND QUEENS

**ISSUE DATE: March 6, 2013**

**SOLICITATION# Q-B-JB-RB-2013**

**City of New York  
Parks & Recreation**  
[www.nyc.gov/parks](http://www.nyc.gov/parks)

Michael R. Bloomberg    Mayor Of The City Of New York  
Veronica M. White      Commissioner Of Parks & Recreation  
Elizabeth W. Smith     Assistant Commissioner For Revenue & Marketing  
Kevin Jeffrey            Borough Commissioner For Brooklyn Parks  
Dorothy Lewandowski   Borough Commissioner For Queens Parks

*In cooperation with the NPS pursuant to the Cooperative Management Agreement in effect between NPS and NYC, executed July 17, 2012.*

**National Park Service  
Gateway National Recreation Area**  
[www.nps.gov/gate](http://www.nps.gov/gate)

William Shafroth        Acting Commissioner of National Parks of New York Harbor  
Linda Canzanelli       Superintendent of Gateway NRA  
Barbara Repeta         Chief of Business Management Division, Gateway NRA



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### REQUEST FOR PROPOSALS (RFP)

The City of New York Department of Parks & Recreation (“Parks”) requests proposals for the installation, operation and maintenance of kayak and canoe launch and rental stations on New York City parklands throughout Jamaica Bay and the Rockaway Peninsula and the adjoining and adjacent Gateway National Recreation Area (GATE), a unit of the National Park Service (“NPS”), in Brooklyn and Queens.

### THE TERM

Parks is seeking a concessionaire for one (1) 1 year term, with three (3)\* one-year renewal options, mutually exercisable at Parks’ and the concessionaire’s discretion. No longer term will be considered. Upon renewal Parks reserves the right to remove sites. This concession will be operated pursuant to a license issued by Parks. In addition, the concessionaire authorized by Parks will be offered a Commercial Use Authorization (CUA), subject to NPS approval, for its operations, if any, on federal parkland in designated areas of Gateway National Recreation Area (GATE), a unit of the National Park System. A sample CUA is attached in the appendix. No leasehold or other proprietary right is offered. Construction of permanent facilities on federal lands is not authorized under a CUA.

\* NPS may issue a CUA for a one (1) year term, with one (1) one-year renewal option, or for a total duration of two (2) years. NPS may issue a new CUA thereafter, in accordance with applicable law, regulation, and policy, to a Parks concessionaire whose CUA expires during the term of the concession.

### PROJECT MANAGER

The Project Manager for this concession is Lauren Standke. All RFP questions and/or inquiries should be directed to her. She may be reached at:

Phone: (212) 360-3495

Email: [lauren.standke@parks.nyc.gov](mailto:lauren.standke@parks.nyc.gov)

Fax: (917) 849-6638



**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: Wednesday, March 6, 2013 at 2pm**

**Recommended Proposer Meeting & Site Tour: Wednesday, March 20, 2013 at 10am**

**Proposals Due: Monday, April 8, 2013 at 3pm**



**If you have a physical disability and cannot deliver your proposal to the Arsenal, please contact the Project Manager(s) at least 48 hours**



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**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 Wednesday, March 20, 2013 at 10am. We will begin the meeting in the multipurpose room (to the right of the lobby and down the hall) of Gateway National Recreation Area's Ryan Visitor Center at Floyd Bennett Field, which is located at Aviation Road and Flatbush Avenue, Brooklyn. If you are considering responding to this RFP, please make every effort to attend this recommended meeting and site tour.



## I. PROJECT BACKGROUND

### A. HISTORY & EXISTING CONDITIONS

Jamaica Bay is an 18,000 acre wetland estuary surrounded by the Rockaway Peninsula to the South, Brooklyn to the West, and Queens to the East. The bay consists of numerous islands, a labyrinth of waterways, meadowlands, and two freshwater ponds. The wetlands provide a unique environment for both wildlife preservation and urban recreation. Enclosed by the Rockaway Peninsula and protected from the Atlantic Ocean, the region currently hosts over 325 species of birds, 50 species of butterflies, and 100 species of finfish. A favorite stop for migratory waterfowl, the area is an integral part of the larger, regional ecosystem.

Through the efforts of Parks Commissioner Robert Moses, much of Jamaica Bay was placed under Parks jurisdiction in 1938. Originally, Jamaica Bay Park covered over 9,151.8 acres of wetlands and beaches. Determined to uphold the park's natural state, Commissioner Moses defeated plans to create a large industrial port and prevented the creation of new landfills.

Following the establishment of the Jamaica Bay Wildlife Refuge, in 1951, Herbert Johnson was appointed as its resident superintendent. Johnson worked diligently to preserve and restore the natural nesting grounds of waterfowl and shore birds. The resurrection of the nesting grounds has led to the return of an increasing number of species each year.

On March 1, 1974, over 9,000 acres were transferred to the Gateway National Recreation Area, a congressional initiative designed to create a National Seashore in New York and New Jersey. The Gateway National Recreation Area is comprised of the Jamaica Bay Unit, which includes, among others, Breezy Point, Fort Tilden, and Jacob Riis Park, the Staten Island Unit, and the Sandy Hook Unit, located in New Jersey. Gateway National Recreation Area is one of the first national parks to be established in an urban region.

Parks operates, maintains and programs City parks within the area of Jamaica Bay, including Marine Park, Canarsie Park, Rockaway Beach and Rockaway (Edgemere) Community Park, and numerous smaller parcels.

On July 17, 2012 Secretary of the Interior Ken Salazar and New York City Mayor Michael R. Bloomberg signed an unprecedented agreement between the NPS and Parks - spelling out ways the two agencies will cooperatively manage 10,000 acres of federal and city-owned parks in and around Jamaica Bay to promote visitation, education programs, scientific research and opportunities for outdoor recreation. This agreement is part of President Obama's America's Great Outdoors initiative to reconnect people with nature and outdoor recreation.

Both agencies share the mutual goal of providing safe, enjoyable and educational activities and amenities to residents and visitors. The enhanced cooperation and management made possible through the new partnership will benefit the public by providing more services and amenities to users of the cooperatively managed parkland.

Kayak and canoe rentals are a key component to encouraging exploration of the diverse educational and recreational resources that Jamaica Bay has to offer. The inlets and marshes in



and around Jamaica Bay offer a unique perspective of this urban estuary that can only be obtained from vantage points on the water.

## II. PROJECT COMPONENTS

### A. OVERVIEW

Parks is seeking proposals for the installation, operation and maintenance of kayak and canoe launch and rental stations on City and federal parklands, in cooperation with the National Park Service (NPS), throughout Jamaica Bay and the Rockaway Peninsula, in Brooklyn and Queens.

Proposers should be aware that for any sites located on federal parkland as opposed to city parkland they will be required to obtain a Commercial Use Authorization from NPS at a cost of One Hundred and Fifty Dollars (\$150.00) per CUA.

The below table clarifies terminology used by Parks and NPS. NPS or GATE will generally defer to criteria set forth by Parks unless specified otherwise herein. Where Parks terminology is used, corresponding NPS terms are implied for locations on federal parkland, unless otherwise specified.

<u>NYC Parks Terms</u>	<u>Corresponding NPS Terms</u>
<u>Concession or License</u>	<u>Commercial Use Authorization (CUA)</u>
<u>Concessionaire or Licensee</u>	<u>CUA Holder</u>
<u>Proposers</u>	<u>Applicants</u>
<u>Licensed Premises</u>	<u>Authorized Premises</u>
<u>Parks</u>	<u>NPS or GATE</u>

**Operational Plan** Proposers should submit a detailed operational plan for the entire Licensed Premises. This plan should include, but not be limited to, identification of the specific site(s) a proposer wishes to operate (from the list of locations provided in Section II (B)) (the selected sites identified by the proposer shall be referred to herein as the “Licensed Premises”), intended use of the Licensed Premises, hours of operation, a detailed list of all proposed fees and prices, kayak and canoe fleet and maintenance and replacement plans, staffing plans, safety and security plans, merchandise to be sold, programming plans, mechanisms to measure customer satisfaction, and rubbish removal, and cleaning schedules.

All aspects of the proposal are subject to Parks’ and NPS’ prior, written approval.

**Kayak/Canoe Launch and Rental Station** The concessionaire will be required to install, operate and maintain kayak and canoe launch site(s) and rental station(s) at any number and combination of locations indicated in Section II (B) of this RFP.

The operation of multiple site kayak and canoe launch and rental stations is encouraged. If multiple kayak and canoe launch and rental stations are proposed the kayak and canoe launch and rental stations may be designed to facilitate launches and rentals at one location and drop off at another location site within the cooperatively managed parkland.



The exact size, specific location within the park, and design of the stations are subject to Parks' and NPS' prior, written approval. The concessionaire will be required, at its sole cost and expense, to provide, and maintain kayak and canoes and related equipment, secure storage for kayak and canoes and equipment, and have sufficient personnel to support a fully functional kayak and canoe launch and rental service. The concessionaire may use an enclosed modular unit for operations and storage. The size and design of the modular unit are subject to NPS' and Parks' prior, written approval. Proposers who intend to utilize on-site storage must provide: 1) a map with the exact placement of proposed modular storage, 2) dimensions of the proposed storage unit, 3) description of the storage unit, and 4) photograph of the storage unit for review and approval by Parks and the NPS.

Concessionaire may, at its sole cost and expense, install a docking facility or floatation docking system (FDS). If a docking facility or FDS is to be installed the concessionaire will be responsible for obtaining all necessary permits, licenses and approvals from all City, state and federal agencies having jurisdiction and the location of such will be subject to NPS' and Parks' prior, written approval.

Licensee is required to provide a U.S. Coast Guard approved personal flotation device ("PFD") to each user and must require users to wear them at all times while aboard the vessel. PFDs and all other safety equipment, such as whistles and distress flags, must be provided by the concessionaire free of charge. Safety is of the utmost concern. Licensee shall comply with all national safety guidelines and federal, state, and City laws, rules, and regulations and display relevant emergency response numbers including those for U.S. Coast Guard, NYPD Harbor Patrol, and Parks Central Communications. Parks recommends, but does not require, that the concessionaire reserve a kayak or canoe for use by the concession operator for the sole purpose of customer support and recovery on the water.

The concessionaire will be responsible for advising customers that they cannot dock vessels or walk on the islands within Jamaica Bay and that access to the marshes and wetlands within the boundary of Gateway National Recreation Area is prohibited.

Proposals should include any applicable rates and fees, as well as the proposed number and type of vessels that will be available for rent. Parks will view favorably proposals that include a variety of kayak and canoe models for rent (such as single and two-person kayaks and different-sized canoes and canoes with seating) and cater to all age groups and levels of sportsmanship.

Parks will view favorably proposals which include a marketing and/or public relations plan for attracting customers to Jamaica Bay and the Rockaway Peninsula.

Parks will view favorably proposals which recognize existing transportation options in the region and propose ways to link or make the kayak and canoe rental stations accessible from existing transit. See transportation routes within the vicinity in appendix A.

Parks will accept proposals submitted by one proposer for the operation of all or any combination of the three concession types simultaneously being solicited for in Jamaica Bay (see solicitation Q-B-JB-BR-2013 and Q-B-JB-O-2013). Subject to prior, written approval, Parks will permit the sublicensing of one or all of the mobile food, bike rental and kayak/canoe rental concessions to existing Parks concessionaires or other operators with expertise and experience with these types of concessions. The sublicensee must apply for a separate CUA from NPS for sites located on federal parkland.



Parks and NPS reserve the right to suspend kayak and canoe rental operations during special and unforeseen events, including emergencies.

**Pricing** As of the summer of 2012, rental rates for the boat rentals at the Lake Club Restaurant at Clove Lake in Staten Island were as follows:

- Row Boats: \$15 for the first hour; \$5 for each additional 30 minutes
- Pedal Boats: \$12 for the first hour; \$5 for each additional 30 minutes

The Lake Club Restaurant boat rental concession consists of 12 aluminum rowboats and four pedal boats and is operated adjacent to the Lake Club Restaurant seasonally, from June through the end of August. Proposers should be aware that this concession may be very different from a kayak and canoe launch and rental concession in Jamaica Bay and therefore proposers should consider the prices above for informational purposes only, and establish rental rates based on a business plan for the new concession.

**Hours of Operation** The concessionaire may only operate the Licensed Premises when the relevant parks are open. All hours of operation are subject to NPS' and Parks' prior, written approval, as applicable. Hours of operation may differ among locations.

**Staff** A sufficient number of staff must be available at the Licensed Premises during regular operating hours to ensure proper operation of the concession. Parks and NPS reserve the right to require that all staff wear uniforms that have been approved in writing by Parks or by NPS, as applicable.

**Storage** Parks and NPS make 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 and NPS, as applicable. No item shall be placed upon any public space, including the ground adjacent to the Licensed Premises without NPS' and Parks' prior, written approval, as applicable. The concessionaire may store all outdoor equipment in an enclosed modular unit on a nightly basis and anytime the concession is closed. Parks and NPS will provide space at each location, unless otherwise noted for a specific location in Section II (B), for the installation of a temporary, enclosed modular storage unit. At an undetermined time in the future the option for more permanent storage within Parks structures may become available for use by the concessionaire. The option for more permanent storage within NPS structures may not be available for future use by the CUA Holder.

**Maintenance** The concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to install, 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 of the entire Licensed Premises, all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, walkways, paved areas, parking areas, security and alarm systems, and boat ramps and docks. 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, as applicable. Construction of any permanent structures, fixtures or improvements is prohibited in connection with any Commercial Use Authorization authorized on federal parklands. The concessionaire shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent, where applicable when a site is located on federal parkland.



A CUA Holder must conduct business and daily activities in such a manner as to minimize impacts on the natural scene. The CUA Holder must remove litter from the Authorized Premises as frequently as is necessary to ensure that the grounds are clean and to ensure that wildlife attractants are minimized. The CUA Holder must also promptly remove debris in the operating area of the Authorized Premises.

**Rubbish Removal & Recycling** The concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of all 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 NPS and 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 NPS' and 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** Licensee will be prohibited from displaying, placing, or permitting the display or placement of advertisements in the Licensed Premises, including but not limited to, the kayaks, canoes and other related equipment, without the prior, written approval of the entity governing the location at which the activity is authorized. Licensee may place signage promoting the concessionaire on the kayaks, canoes and other related equipment, with prior, written approval of the entity governing the location at which the activity is authorized. The display or placement of tobacco advertising shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted. 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, or any corresponding federal law, regulation, or policy, shall be prohibited. Advertising of product brands is prohibited absent prior, written approval from Parks and NPS. Any and all signage is subject to prior, written approval of the appropriate governing entity. The design and placement of all signage, including signage which includes Licensee's name, trade name(s) and/or logos is subject to prior, written approval of the entity governing the location at which the activity is authorized. Licensee 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 Licensee upon notice from the entity governing the location at which the activity is authorized at Licensee's sole cost and expense.

The placement of directional signage within the parklands is subject to determinations made by the entity governing the location at which the activity is authorized. Such entities include, but are not limited to, NPS, Parks, Public Design Commission and Department of Buildings.

Signs placed upon NPS lands must comply with NPS requirements pertaining to same. Guidance will be provided by NPS as necessary.

**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)** 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. 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.

**Utilities (NPS)** NPS has no utilities available in connection with the proposed activities and cannot, at this time, provide access to same. Nonetheless, to the extent that utilities become or are made available, or, if the above identified requirements concerning connections or upgrades are undertaken on behalf of the CUA Holder by NPS, the CUA Holder shall be obligated to NPS for its share of costs incurred by NPS in connection with this obligation.

**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.

**Environmental Considerations** As a protector and provider of green spaces, Parks and NPS are 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 proposals that include the installation of Energy Star approved appliances and equipment, such as vending machines, 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>. NPS has no utilities available in connection with the proposed activities and cannot, at this time, provide access to same.

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. A list of “Green Seal” certified products can be found at <http://www.greenseal.org/findaproduct/index.cfm>, and a list of environmentally-friendly products/materials is also available at: [http://www.nyc.gov/html/mocs/html/programs/other\\_epp.shtml](http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml). 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 compact fluorescent light bulbs (CFLs). Any CUA Holder must comply with NPS requirements pertaining to same. Guidance will be provided by NPS as necessary.

**Special Events (Parks)** Subject to prior, written approval from Parks, where applicable, 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 under the jurisdiction of Parks, 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, and NPS reserve 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 all parties and shall be reserved in writing not less than one month in advance.

**Special Events (NPS)** NPS requirements for Special Events permits differ from the aforementioned Parks requirements. The CUA Holder is not authorized to conduct any special events absent a separate Special Use Permit from NPS. The application for a Special Use Permit (SUP) can be found here: <http://www.nps.gov/gate/planyourvisit/upload/SPU-General-Application-Form-10-930-GATE-JABA.pdf>. The SUP may authorize an activity, or exclusive use of park area designated for a specific activity for a specified period of time. The SUP does not allow a Permittee to close any area of the park to the general public. Permits may be revoked or terminated at the discretion of the Superintendent upon 24 hours' notice, *or without notice* if damage to resources or facilities occurs or is threatened, or in the event the Superintendent determines it necessary in the interest of public safety, public health, or general welfare, notwithstanding any other term or condition of the Permit to the contrary.

**Security** Pursuant to a plan approved in advance in writing by NPS and Parks, the concessionaire, at its sole cost and expense, shall be responsible for all security at the Licensed Premises during the operating season. 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 installation, 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 integrate kayak and canoe rental operations with existing educational and recreational programs in Jamaica Bay and the Rockaway Peninsula.

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 failure to comply with recreational boating rules or permitting requirements. The concessionaire should employ preventative maintenance techniques to discourage unpermitted access to the wildlife and wetland areas. These techniques should be outlined in each proposal.



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**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 and NPS Business Management Division immediately of any changes to the successful proposer's address or phone number.

**Inspections & Liquidated Damages** Inspectors from Parks will visit the Licensed Premises unannounced to inspect operations and ensure proper maintenance of the Licensed Premises. Based on their inspections, should the concessionaire fail to provide the cleaning, maintenance, and operational services required by his or her License, Parks shall notify the concessionaire in writing, and the concessionaire shall be required to correct such shortcomings within the time frame set forth in such notice. If the concessionaire fails to cure the violation within the time frame set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, require the concessionaire to pay to Parks as liquidated damages Five Hundred Dollars (\$500.00) per day from the date of the notice, with respect to each violation of the License, until the shortcomings have been corrected. Liquidated damages, if not paid promptly, may be deducted from the concessionaire's security deposit.

NPS will inspect operations on federal parkland to ensure compliance with the CUA according to applicable law, regulation, and policy.

**Procedure for Appeals of Assessments To Concession License Violations** If an assessment is received for a violation, 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 ten (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 neither the license agreement nor CUA will grant the successful proposer exclusive rights to sell in the park(s) in which the Licensed Premises are located. There is no guarantee that illegal vendors, persons unauthorized by Parks or NPS, or disabled veteran vendors will not compete with the successful proposer or operate near the Licensed Premises. Illegal vendors can be reported by calling 311.

**Vending Machines** The concessionaire may, with Parks' prior, written approval, provide beverage service through vending machines at the Licensed Premises. A maximum of one (1) vending machine may be placed at each kayak and canoe rental station. The concessionaire shall remove any vending machines at the direction of the Commissioner.

Proposers should be aware that the City has developed Citywide Beverage Vending Machines Standards ("Standards"), which are available at <http://www.nyc.gov/html/doh/downloads/pdf/cardio/cardio-vending-machines-bev-standards.pdf> or by contacting the Project Manager (see above). The concessionaire will be required to comply with these Standards.

The Standards may be changed during the term of the License. The concessionaire will be required to comply with any new and/or changed beverage standards in the operation of vending machines at all vending locations.

NPS has no utilities available in connection with the proposed activities and cannot, at this time, provide access to same. As such, vending machines are not authorized at NPS locations in connection with this offering.

**Merchandise** The concessionaire may also sell merchandise and boating related supplies, accessories and equipment for purchase by customers or other recreational boaters in Jamaica Bay; however, proposers should be aware that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated merchandise. If the successful proposer wants to sell merchandise that uses the City's trademarks, the successful proposer will be required to purchase merchandise from authorized licensees of the City of New York. Parks will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products or non-park-related events. All prices and merchandise to be sold are subject to NPS' and Parks' approval.

The NPS Arrowhead shall not be used in any manner that would imply endorsement by the NPS of a product, service, or enterprise absent the written authorization of the NPS in accordance with applicable law, regulation, and policy.



NPS may also authorize the sale of sundries on NPS lands, to the extent permissible in accordance with applicable law, regulation, and policy.

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

**Supplemental Transportation** Proposers may include any plans for supplemental transportation, such as shuttle, bus or ferry services, to the Licensed Premises and any plans for the creation of a drop-off and pick-up area or, in some cases, structures in their proposals. The concessionaire will be responsible for obtaining all necessary permits, licenses and approvals from all City, state and federal agencies having jurisdiction. If supplemental transportation is not deemed necessary to the successful operation of the Licensed Premises proposers should highlight links with existing transportation options like MTA shuttles, busses and subways and other modes of transportation like seasonal ferry services. The concessionaire shall ensure that any provider of transportation services utilized by the concessionaire for the provision of supplemental transportation will fully indemnify the City and NPS. With regard to such supplemental transportation, the Concessionaire shall maintain or cause to be maintained Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) each accident (combined single limit).

**B. LOCATIONS**

All proposers should visit the location(s) in which they are interested in proposing to ensure that the location(s) is/are appropriate for their intended operations. The Parks Department is seeking a concessionaire for the installation, operation and maintenance of kayak and canoe launch and rental stations at any number and combination of the following locations listed below. Proposers are encouraged to submit proposals for multiple locations. The first column provides the name of the park or site. The second column indicates the station location within the park. The third column indicates any operational restrictions for each location. The fourth column indicates jurisdiction and the final column indicates the location's property number, which should appear on the outside of the envelope in which you submit your proposal.

<b>Jamaica Bay Kayak/Canoe Rental Station Concession Sites</b>				
<b>Site</b>	<b>Location</b>	<b>Storage/Other Restrictions</b>	<b>Jurisdiction</b>	<b>Property ID</b>
Plumb Beach	Parking Lot - Off the Belt Parkway, between exit 9 and exit 11 in the eastbound direction	Storage space on far west end of parking area, north/south orientation. Absolutely no structures or vehicles on sand/beach.	NYC	B57-2-RB
Floyd Bennett Field North 40 Kayak Launch	North end of Floyd Bennett Field, north/departure end of Runway 1	May need to coordinate with existing users of nearby runway	NPS	FBFN40-RB



Floyd Bennett Field Seaplane Ramp	Parking Lot at the Seaplane Ramp near camping area	Exact size and location of storage at NPS discretion	NPS	FBFSPR-RB
Marine Park	Parking lot across from Salt Marsh Nature Center, north of Avenue U	Storage space in parking lot north of Avenue U, boat launch south of Avenue U	NYC	B57-RB
Canarsie Pier	Pier parking lot	Exact size and location of storage at NPS discretion	NPS	CAPR-RB
Fresh Creek Park	Flatlands Avenue, Louisiana Avenue, East 108 Street and Belt Parkway	Exact size and location of storage at Parks discretion	NYC	B384-RB
North Channel Beach	Parking Lot on the east side of Cross Bay Boulevard, south end of Addabbo Bridge, Broad Channel	Parking lot is small therefore small storage container only - to be located on grass on south side of parking lot; exact size and location of storage at NPS discretion	NPS	NOCH-RB
Frank M. Charles Memorial Park	South of 165th Avenue between 95th and 99th Streets	Storage space south of park road between the road and the water; exact size and location of storage at NPS discretion; no parking	NPS	FRCH-RB
Bayswater Park	Beach 35th and Norton Avenue	Exact size and location of storage at Parks discretion	NYC	Q7-RB
Riis Landing	Parking Lot near ferry and cruise terminal - entrance off of Rockaway Point Boulevard just west of Marine Parkway bridge	Parking by permit only; concessionaire can offer renters temporary permit and must educate customers entering the lot of this restriction to avoid penalty	NPS	RILA-RB

\*NPS will require plans for additional services to address safety concerns at certain locations including, but not limited to, Riis Landing. Additional services should include, but are not limited to, providing water based supervision, addressing proper techniques and safety precautions and assistance to participants in distress.

**C. INVESTMENT**

Parks anticipates a personal investment by the Licensee. All costs associated with the installation and operation of the Licensed Premises will be paid for by the concessionaire.



**NPS does not authorize the construction of any permanent structure, fixture, or improvement on federal lands in connection with issuance of a Commercial Use Authorization for the activities anticipated herein.** Parks expects that the investment for this concession will include, but not be limited to, the following:

- Storage unit purchase and installation (if used)
- Kayak/canoe and related equipment purchases
- Security system

Parks will view favorably proposals that include the use of environmentally friendly products for all repairs, maintenance and installations. 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: [http://www.nyc.gov/html/mocs/html/programs/other\\_epp.shtml](http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml).

**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 Licensed Premises including but not limited to a license agreement with Parks for the sites located on City parkland and a separate CUA from NPS for sites located on federal parkland.

**Available Plans (Parks)** 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.

**Available Plans (NPS)** To inquire as to the availability of plans, please identify the location and e-mail [gateway\\_bmd@nps.gov](mailto:gateway_bmd@nps.gov). Plans may not be available for many locations. There may be a nominal fee for reproductions. NPS makes no representations as to the availability, accuracy or completeness of these documents.

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

1. The concessionaire will be required to install, 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 to Parks a security deposit of 25% of the highest year's guaranteed annual flat 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. In addition, the CUA Holder will be required to submit to NPS application fees in the amount of One Hundred and Fifty Dollars (\$150.00) per CUA to cover processing and administrative costs, associated with authorized activity. The fee will be due upon signing.
3. CUA Holders are obligated for any costs incurred by NPS in connection with activities authorized under the CUA. Such costs may include, but are not limited to, clean up of park areas as well as other additional costs to the park resulting from the activities of the CUA Holder.



4. The concessionaire will be required to carry Commercial General Liability insurance in at least One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) aggregate and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance, as applicable. 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 One Million Dollars (\$1,000,000.00) for each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles. Proposers are on notice that 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. The NPS requires the same insurance coverage as Parks for the issuance of the NPS CUA. In addition the CUA Holder must name the United States of America as additionally insured. The CUA Holder shall provide to NPS adequate proof of insurance with the proper endorsements. A Certificate of Liability Insurance issued by the CUA Holder's insurance company is required prior to the issuance of the CUA.
5. 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. Additionally, the concessionaire will be required to submit other specific information related to the operations that Parks or NPS may request, including but not limited to, visitor use statistics and resource impact assessments.
6. 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.
7. 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 NPS requirements pertaining to same, and limit the environmental impact of its pesticide use.
8. The concessionaire will be prohibited from cutting down, pruning or removing any trees on the Licensed Premises without prior, written approval from Parks or NPS. Any attachments to the trees, such as lights, will not be permitted.
9. The concessionaire will be required to cooperate with Parks and NPS, where applicable, during special or other unanticipated events.
10. Smoking of any tobacco product is strictly prohibited at the Licensed Premises, except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.



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11. Pursuant to Parks' policy citywide and corresponding NPS policy, 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 alcohol, cigarettes, cigars, or any other tobacco products are strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
13. The concessionaire will be required to indemnify the City and NPS for claims arising out of the concessionaire's operations under the License Agreement, pursuant to a provision to be included in the License Agreement.
14. The concessionaire must obtain the written approval of Parks and NPS 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 and NPS may deem necessary to protect the City's and NPS' interests.
15. The concessionaire is prohibited from giving false information. To do so will be considered a breach of conditions and be grounds for revocation of the license agreement and/or CUA.
16. Any Commercial Use Authorization issued by NPS shall contain terms and conditions by which the CUA Holder must abide. All CUAs are subject to the supervision of the Superintendent or her designees, and the activities authorized therein shall comply with all applicable law, regulation, and policy.



### III. THE RFP PROCESS/PROPOSAL PROCEDURE

#### A. PROPOSAL SUBMISSION INSTRUCTIONS

The proposal should be typed on both sides of 8 1/2" 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://www.epa.gov/cpg/products/printing.htm>). 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', written approval. Oversized drawings may be submitted, but must be accompanied by 8 1/2" x 11" sectionals or reductions to 8 1/2" 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 #: **Q-B-JB-RB-2013**  
Proposal Due Date: **Monday, April 8, 2013 at 3pm**  
Property Number of Selected Site(s)

#### 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 guaranteed flat annual fee offer for each year of the operating term, which includes renewal years. Proposals that do not state a guaranteed annual flat fee will not be considered. If a proposer offers any additional payment beyond the guaranteed annual flat fee, only the flat fee will be considered. 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 One Thousand Dollars (\$1,000.00) 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 Assistant Commissioner for Revenue, 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 **Monday, April 8, 2013 at 3pm**. 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. 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 or federal 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.



## 2. Planned Operations

- Proposers should submit a detailed operational plan for the entire Licensed Premises, including but not limited to, identification of the specific site(s) a proposer wishes to operate (from the list of locations provided in Section II (B)), intended use of the Licensed Premises, hours of operation, a detailed list of all proposed fees and prices, kayak and canoe fleet and maintenance and replacement plans, staffing plans, safety and security plans, merchandise to be sold, programming plans, mechanisms to measure customer satisfaction, and rubbish removal, and cleaning schedules. All aspects of the proposal are subject to NPS' and 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 the operating term. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- Parks will view favorably proposals which include the installation of Energy Star approved appliances and equipment, such as vending machines, 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 and paint. Utilities are not available at NPS locations.
- Parks will view favorably proposals that include a variety of kayak and canoe models for rent (such as single and two-person kayaks and different-sized canoes and canoes with seating) and cater to all age groups and levels of sportsmanship.
- Parks will view favorably proposals which include a marketing and/or public relations plan for attracting customers to Jamaica Bay and the Rockaway Peninsula. Parks will view favorably proposals which recognize existing transportation options in the region and propose ways to link or make the kayak and canoe launch and rental stations accessible from existing transit.
- Parks will view favorably proposals that integrate kayak and canoe rental operations with existing educational and recreational programs in Jamaica Bay and the Rockaway Peninsula.
- 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.



3. Fee Offer
  - Proposers must provide a guaranteed annual flat fee for the term and each renewal year.
  - Parks has not solicited for kayak and canoe launch and rental stations in this area before and therefore is allocating only 10% of the entire proposal score to the proposed fee offer.
4. Investment
  - Proposers should submit a detailed timetable describing all design, purchases and improvements. This timetable should clearly outline all investments, the projected cost of these investments, and the anticipated duration of each purchase and installation.
  - Proposers should submit a plan describing the extent to which proposed 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 work can commence.
  - Proposers that intend to utilize on-site storage must provide: 1) a map with the exact placement of any proposed modular storage, 2) dimensions of the proposed storage unit, 3) description of the storage unit, and 4) photograph of the storage unit for review and approval by Parks and NPS.
  - Parks will view favorably proposals that include “green building” design elements and encourages the use of environmentally friendly products for all repairs and improvements.
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 in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria listed



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below. NPS will act as a consultant or in an advisory capacity to the committee and will advise Parks on their selection. 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:

Operating experience: see Section III (C) (1) (35%)

Planned operations: see Section III (C) (2) (35%)

Fee offer: see Section III (C) (3) (10%)

Proposed investment, improvement and designs submitted: see Section III (C) (4) (10%)

Financial capability: see Section III (C) (5) (10%)

#### **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. NPS reserves the right to deny the issuance of any CUA for activities proposed upon NPS lands if in its judgment it deems it to be in the best interest of NPS to do so.

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

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

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 exempt 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.

NPS is subject to similar or corresponding Freedom of Information Act (FOIA) laws. Additional information about disclosure of information subject to FOIA can be found at: <http://www.foia.gov>.

Parks and NPS 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 and a commercial use authorization issued by NPS, where applicable. NPS may terminate their commercial use authorization upon breach of any of the conditions herein or at the discretion of the Superintendent. Proposers should be aware that a commercial use authorization issued by NPS may not be transferred or assigned without the written consent of the Superintendent.



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.

With respect to the conditions contained herein, and unless stated otherwise, NPS will defer to determinations made by Parks to the extent permissible in accordance with applicable law, regulation, and policy. In the event there is a conflict between any of the requirements set forth by Parks or by NPS, the governing entity shall address or clarify the requirements as they pertain to that governing entity's lands. Nothing contained herein shall prohibit Parks or the NPS from undertaking management of parklands as required in accordance with applicable law, regulation, and policy.

Veronica M. White,  
Commissioner



### APPENDIX A

### Map of Concession Locations, Property Numbers and Transportation





**APPENDIX B**

**Sample Commercial Use Authorization (CUA)**

Form 10-114 (CUA)  
Rev. 1/2006

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
GATEWAY NATIONAL RECREATION AREA  
Jamaica Bay Unit  
Commercial Use Authorization

**DRAFT**

1. CUA Holder  
 NAME \_\_\_\_\_  
**DRAFT**  
 ORGANIZATION \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

Park Alpha Code: GATE  
 Type of Use: Visitor Services  
 Date Authorization Approved \_\_\_/201\_\_  
 Reviewed \_\_\_/201\_\_  
 Expires \_\_\_/201\_\_

2. The CUA Holder is hereby authorized to use the following described land or facilities in the above named area:

The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at    a.m.    (am/pm) on \_\_\_\_\_ (Month/Day/Year)

4. The authorization expires at    p.m.    (am/pm) on \_\_\_\_\_ (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

       **Out- of- Park:** The visitor services described above must originate and terminate outside of the boundaries of the park area. This authorization does not authorize the CUA Holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

       **In-Park:** The visitor services described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: Section 18, P.L. 105-301

7. NEPA Compliance: CATEGORICALLY EXCLUDED \_\_\_ EA/FONSI \_\_\_ EIS \_\_\_ OTHER APPROVED PLANS \_\_\_

8. APPLICATION FEE Received \_\_\_ Not Required \_\_\_ Amount \$150.00

9. LIABILITY INSURANCE: Required x Not Required \_\_\_ Amount \$ \_\_\_\_\_

10. COST RECOVERY: Required x Not Required \_\_\_ Amount \$ \_\_\_\_\_

11. FACILITY USE FEE: Required \_\_\_ Not Required x Amount \$ \_\_\_\_\_



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**ISSUANCE of this authorization is subject to the attached conditions.** The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

12. Signatures.

Authorization/CUA Holder \_\_\_\_\_

Signature	Title	Date
Authorizing NPS Official Signature _____	Superintendent	Date _____
Authorizing NPS Official (additional if required) Signature _____	Title	Date _____

**CONDITIONS OF THIS AUTHORIZATION**

1. The CUA Holder is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
2. The CUA Holder shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (CUA Holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (CUA Holder) in connection herewith, and the (CUA Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. CUA Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the CUA Holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$1,000,000 per occurrence and \$3,000,00 aggregate and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additionally insured. CUA Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity shall be reimbursed by the CUA Holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the CUA Holder will be billed at the conclusion of the authorization.



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6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
9. CUA Holder will comply with applicable public health and sanitation standards and codes.
10. The CUA Holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. **This authorization is not exclusive** and is not a concession contract.
11. The CUA Holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
12. The CUA Holder shall not construct any structures, fixtures or improvements in the park area. The CUA Holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
13. The CUA Holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the CUA Holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
14. The CUA Holder is to maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The CUA Holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

#### **APPENDIX SPECIAL PARK CONDITIONS**

1. Parking areas for CUA Holder's vehicles will be designated by Park personnel. The CUA Holder shall comply with parking closures, restrictions, and/or traffic detours as directed by NPS staff.
2. The CUA Holder will be required to provide NPS with full and free access to the Authorized Premises to ensure NPS satisfaction with the CUA Holder's compliance with the terms of the CUA.
3. Inspectors from NPS will visit the Authorized Premises unannounced to inspect operations and ensure



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the Authorized Premises are properly maintained. Should the CUA Holder fail to comply with the cleaning site maintenance, and operational services required by his or her Authorization, NPS shall issue a written notice stating any deficiencies, and the CUA Holder shall be required to undertake corrective measures within the time frame set forth in the in such notice. If the CUA Holder fails to cure the deficiency violation within the time frame set forth in the notice, NPS may at its option and discretion, in addition to any other remedies available to it, suspend, terminate, or revoke the CUA. NPS does not provide any right to file or adjudicate an appeal.

4. This CUA may be revoked or terminated at the discretion of the Superintendent upon 24 hours' notice, or without notice if damage to resources or facilities occurs or is threatened, or in the event the Superintendent determines it necessary in the interest of public safety, public health, or general welfare, notwithstanding any other term or condition of the Authorization to the contrary.

5. NPS reserves the right to suspend operations during special and unforeseen events, including emergencies.

6. The CUA Holder is not authorized to conduct any special events absent a separate Special Use Permit from NPS. The application for a Special Use Permit (SUP) can be found here: <http://www.nps.gov/gate/planyourvisit/upload/SPU-General-Application-Form-10-930-GATE-JABA.pdf>. The SUP may authorize an activity, or exclusive use of park area designated for a specific activity for a specified period of time. The SUP does not allow a Permittee to close any area of the park to the general public. Permits may be revoked or terminated at the discretion of the Superintendent upon 24 hours' notice, or without notice if damage to resources or facilities occurs or is threatened, or in the event the Superintendent determines it necessary in the interest of public safety, public health, or general welfare, notwithstanding any other term or condition of the Permit to the contrary.

7. Signs placed upon NPS lands must comply with NPS requirements pertaining to same. Guidance will be provided by NPS as necessary.

8. A CUA Holder must conduct business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native species. The CUA Holder must remove litter from the Authorized Premises as frequently as is necessary to ensure that the grounds are clean and to ensure that wildlife attractants are minimized. The CUA Holder must also promptly remove debris in the operating area of the Authorized Premises.

9. The CUA Holder shall be responsible for, at its sole cost and expense, obtaining any additional storage required for the operation of the CUA. The CUA Holder shall not store any equipment or supplies at the Authorized Premises without the prior, written approval of NPS. No item shall be placed upon any public space, including the ground adjacent to the Authorized Premises without prior, written approval of NPS. If NPS authorizes use of any temporary storage unit, the CUA Holder will be required to store all outdoor equipment in an enclosed modular unit on a nightly basis and anytime the CUA operation is closed. NPS must pre-approve all temporary modular storage units.

10. The NPS Public Health Program provides support for food service operations through the provision of periodic food establishment assessments. The assessments are conducted on a frequency established by NPS. 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: <http://www.fda.gov/Food/FoodSafety/RetailFoodProtection/FoodCode/FoodCode2009/>. Assessments



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conducted by NPS will be undertaken by Regional Public Health Consultants or Park Sanitarians.

11. On or before the Expiration Date or Termination Date of this CUA, the CUA Holder shall remove any temporary containers authorized for use by NPS and ensure the area authorized for use in connection with the CUA Holder's activity is left in as good an order and condition as that existing upon the issuance of the CUA.

12. By signing the second page of this Commercial Use Authorization, the CUA Holder acknowledges receipt and acceptance of the terms of this CUA and any conditions thereto. The CUA Holder acknowledges that failure to adhere to any of the terms and conditions contained herein may be grounds for revocation or termination of this authorization.

**For Assistance with Terms of this Authorization please call \_\_\_\_\_  
FOR EMERGENCY ASSISTANCE PLEASE CALL PARK POLICE AT 718 338 3988/3993**

DRAFT

# Doing Business Data Form

To be completed by the City Agency prior to distribution			
Agency: _____		Transaction ID: _____	
<b>Check One:</b> <input type="checkbox"/> Proposal <input type="checkbox"/> Award	<b>Transaction Type (check one):</b> <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract		

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 Agency that supplied it.** Please contact the Doing Business Accountability Project at [DoingBusiness@cityhall.nyc.gov](mailto: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.

**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.

**Chief Executive Officer (CEO) or equivalent officer** This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

 This person replaced former CEO: \_\_\_\_\_ on date: \_\_\_\_\_**Chief Financial Officer (CFO) or equivalent officer** This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

 This person replaced former CFO: \_\_\_\_\_ on date: \_\_\_\_\_**Chief Operating Officer (COO) or equivalent officer** This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

 This person replaced former COO: \_\_\_\_\_ on date: \_\_\_\_\_

**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: \_\_\_\_\_

**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: \_\_\_\_\_

Title: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

**Return the completed Data Form to the agency that supplied it.**

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



## MEMORANDUM

**TO:** All Prospective Proposers

**FROM:** Lauren Standke, Project Manager *LS*

**SUBJECT:** Addendum to RFP (Solicitation No. Q-B-JB-BR, Q-B-JB-RB and Q-B-JB-O)

**DATE:** April 1, 2013

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This addendum is being issued to provide answers to questions that were asked at the proposer meeting for the above-referenced Request for Proposals (RFP) released by the New York City Department of Parks & Recreation (Parks) in cooperation with National Park Service (NPS), as well as to add additional mobile food vending locations to the list of possible concession locations.

- **Locations:** In response to a question from a potential proposer Parks would like to clarify that proposals must include at least one (1) location under New York City Parks jurisdiction, given the fact that the license agreement will be issued by the City of New York. The Request for Proposals is intended to unify the areas
- **Agency Marketing Efforts:** The City and NPS are working together to plan and execute marketing and promotional efforts to promote the new concessions as well as the Jamaica Bay and Rockaway Parks partnership this summer. Efforts include:
  - **Online**
    - An augmented webpage on NYC Parks and NPS sites promoting the partnership and park offerings and activities, including concessions
    - A webpage on NYC & Co's website which will highlight and promote Jamaica Bay and the concessions.
    - Social media
  - **Print**
    - Marketing collateral – Summer activities brochure to include map showing Jamaica Bay and Rockaway Parks area and highlighted concessions as well as other amenities
- **Fee offers:** If a fee offer is submitted for multiple locations and one or more of these locations cannot open this summer, or otherwise becomes unavailable, the proposer will not be tied into this fee offer and will have an opportunity to negotiate if she/he is selected .
- **Dumpsters:** Dumpsters may not be left on-site for any period of time other than during the brief period of time when refuse is being collected by the private carting service.
- **Restrooms and Potable Water:** Full restroom facilities will be available at some concession locations (Jacob Riis Park, Marine Park Salt Marsh Nature Center, Ryan Visitor Center) and other locations will only have portable toilets. Potable water may not be available for use by a concessionaire at any or all locations.
- **Kayak and Canoe Safety:** The concessionaire will be responsible for disseminating safety tips before customers board their vessels and alerting customers of the potential dangers of recreational boating. This may include, but is not limited to, collecting signed liability waivers, visibly posting safety tips and guidelines at the rental station and conducting a brief safety introduction with each customer. Proposers should include in their proposals plans that address safety. Please refer to the following: Paddling Jamaica Bay Map & Guide For Kayakers, accessible from [http://nyharborparks.org/opdfs/tour\\_kayak.pdf](http://nyharborparks.org/opdfs/tour_kayak.pdf), and the American Canoe Association's Best Practices for Paddlers and Paddlesport Programs, accessible from

[http://c.ymcdn.com/sites/www.americancanoe.org/resource/resmgr/sei-educational\\_resources/best\\_practices.pdf](http://c.ymcdn.com/sites/www.americancanoe.org/resource/resmgr/sei-educational_resources/best_practices.pdf)

- **Additional Mobile Food Locations:**

Site	Location	Restrictions	Jurisdiction	Property ID
Canarsie Park	At basketball courts, north of baseball fields	Only pushcarts, no mobile trucks	NYC	B18-2-O
Jacob Riis Boardwalk	Along boardwalk at Bay 1, eastern most location	-	NPS	JARIBW-4-O
North Channel Beach	Parking Lot on the east side of Cross Bay Boulevard, south end of Addabbo Bridge, Broad Channel	-	NPS	NOCH-O

- The Due Date for the submission of proposals for the RFPs is hereby extended from April 8, 2013 to **Thursday, April 11, 2013 at 3:00 p.m.**

Proposers should note that any additional information not included in this addendum and/or any further changes to the RFP will be communicated in the form of a written addendum from Parks. An addendum from Parks is the only official form of communication regarding additional or clarifying information pertaining to the RFP. Proposers shall acknowledge the receipt of this addendum and any additional addenda that may be issued by Parks for this solicitation in their proposal submissions. All other terms and conditions of the RFP are unchanged by this addendum and shall remain in full force and effect.

Please contact Lauren Standke, at (212) 360-3495 if you have any questions regarding the RFP or this addendum. She may also be reached via email, at [lauren.standke@parks.nyc.gov](mailto:lauren.standke@parks.nyc.gov).

Thank you.