



**NYC Parks**



**REQUEST FOR PROPOSALS**

**For the Sale of Food from Mobile Food Units at Various Locations on New York City Parklands throughout Jamaica Bay, and corresponding Sale of Food from Mobile Food Units at Various Locations 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-O-2013**

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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 sale of food from mobile food units at various locations on New York City parklands throughout Jamaica Bay, the Rockaway Peninsula and the adjoining or 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 prior to the deadline and alternate arrangements can be made.**



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### **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.



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## 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.

New York City offers countless quick and interesting food options for people through the operation of mobile food units on the streets and in City parks. Parks and NPS aspire to extend this amenity to the residents and visitors of the Jamaica Bay region to complement other educational and recreational opportunities taking shape under the cooperative management agreement.

### B. FINANCIAL HISTORY

The following chart lists the annual fees the current operator of a pushcart at Marine Park has agreed to pay to Parks for years 2010 – 2014. Proposers should be aware that this



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pushcart concession may be different than other mobile food concessions in Jamaica Bay and therefore proposers should consider the fees below for informational purposes only, and offer a fee based on a business plan for the new concession.

<b>OPERATING YEAR</b>	<b>ANNUAL FEE</b>
2010	\$2,500.00
2011	\$3,000.00
2012	\$3,500.00
2013	\$4,000.00
2014	\$5,000.00



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## II. PROJECT COMPONENTS

### A. OVERVIEW

Parks is seeking proposals for the sale of food items from pushcarts, processing carts and mobile trucks (herein collectively referred to as “Mobile Food Unit”) at various locations on cooperatively managed City and federal parklands in cooperation with the National Park Service (NPS), throughout Jamaica Bay and the Rockaway Peninsula, in Brooklyn and Queens.

For the purposes of this RFP, “Mobile Food Unit” shall be defined as a self-contained service operation, located in a vehicle or a movable stand, self or otherwise propelled, used to store, prepare, display, or serve food intended for individual portion service. Pushcarts, processing carts, and mobile trucks shall all be considered Mobile Food Units. The operations of these concessions are intended to be of high quality in terms of both Mobile Food Unit design and menu content, making a significant improvement to the quality and ambience of the parkland. Proposers may submit proposals for any or all of the approved vending locations, but must submit a separate proposal and separate proposal deposit for each vending location they are interested in operating. Each vending location listed in Section II (B) of this RFP is hereinafter referred to as “Permitted Premises” or “vending location.”

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 Permit</u>	<u>Commercial Use Authorization (CUA)</u>
<u>Concessionaire or Permittee</u>	<u>CUA Holder</u>
<u>Proposers</u>	<u>Applicants</u>
<u>Permitted Premises, Vending Location</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 Permitted Premises. This plan should include, but not be limited to, intended use of the permitted premises, 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 “Permitted Premises”), hours of operation, menu and prices, staffing plans, safety and security plans, and maintenance and cleaning schedules.

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

**Mobile Food Units** The concessionaire may operate up to one (1) pushcart, processing cart, and/or mobile truck (herein referred to as “Mobile Food Units”) at each location for the sale of snack food items, such as hot dogs, hamburgers, salads, soft drinks, and non-alcoholic beverages, within the Permitted Premises in accordance with the following guidelines:



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**Pushcarts** Pushcarts are manually propelled carts or barrows that are only for the sale of pre-packaged foods or foods which require limited preparation. Pushcarts cannot be more than 6 1/2feet long and 3 1/2feet wide including all handles, extensions, and protuberances. If the unit is designed so that the operator stands within the unit, the width of the unit, including its wheels, axles, and other appurtenances may not exceed 4 1/2 feet.

**Processing Carts & Processing Mobile Trucks** Processing carts and processing mobile trucks are Mobile Food Units that are for the sale of foods that require cooking or any other treatment such as slicing, mixing, packaging, or any other alteration that exposes the food to possible contamination. This definition does not include the boiling of hotdogs or heating of pretzels. Processing carts cannot be more than 10 feet long including all handles and extensions.

**Non-Processing Mobile Trucks** Non-processing mobile trucks are motorized vehicles utilized for the sale of pre-packaged foods or foods which require limited preparation.

**Menu** Non-processing items and items requiring limited preparation that are currently sold in parks are listed below along with their prices. The sale of additional items which are not listed below is subject to the prior, written approval of NPS and Parks, as appropriate. The concessionaire will be expressly prohibited from charging higher prices for any of these items unless the concessionaire receives written approval from NPS or Parks; however, the concessionaire may charge a lower price than what is listed:

<b><u>Item</u></b>	<b><u>Price</u></b>
Hot dogs (10 to the pound)	\$2.00
Sausage	\$3.00
Polish sausage	\$3.00
Pretzels	\$2.00
Pretzel Dogs	\$4.00
Specialty pretzels	\$3.00
Knishes	\$2.00
Empanadas (Pre-processed)	
Chicken, Beef or Vegetable	\$3.00
Milk Chillers	\$3.00
Regular potato chips	\$0.50
Pringles	\$1.00
Apple Chips	\$1.50
Pirates Booty	\$1.50
Churros	\$3.00
<b><u>Nuts</u></b>	
Peanuts	\$3.00
Almonds	\$3.00
Cashews	\$3.00
Pistachios	\$3.00
Honey roasted nuts	\$3.00
Coconuts	\$3.00
All varieties of dried fruit	\$3.00



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**Ice Cream**

Good Humor Ice Cream Bars (Includes Toasted Almond, Strawberry Shortcake, Oreo, Candy Center Crunch, Chocolate Eclair, Cookies & Cream, Dark & Milk Chocolate Bars)	\$3.00
Edy's Dibs	\$3.00
King Cone	\$3.00
Ice Cream Sandwiches	\$3.00
Nestle's Toll House Cookie Sandwich	\$3.00
SpongeBob Bars	\$3.00
Popsicle Shots	\$3.00
Frozen Fruit Bars/Pops	\$3.00
Popsicles\Lifesaver\Fire Cracker	\$2.00
Scooby Doo Push up	\$2.00
Nestle Ice Cream Bars	\$2.00
Premium Vanilla Bar	\$4.00
Premium Almond Bar	\$4.00
Vanilla Milk Chocolate Bar	\$4.00
Chocolate/Dark Chocolate Bar	\$4.00
Dove Bar	\$4.00
Ben & Jerry's Vanilla Peace Pop	\$4.00
Ben & Jerry's Cherry Garcia Peace Pop	\$4.00

**Beverages**

Soda (12 fl. oz)	\$2.00
Specialty Soda and Juice (12 fl. oz.)	\$2.00
Red Bull beverage (8.4 fl.oz.)	\$3.00
Bottled water (16.9 fl.oz. or 500 ml)	\$2.00
Fruit Juice (16 fl.oz., plastic bottle only)	\$3.00
Orange Juice (15.2 - 16 fl.oz., plastic bottle only)	\$2.00
Sonu Water (16.0 fl. oz.)	\$2.00
Sonu Water (12 fl. oz.)	\$1.00
Super C Energy drink	\$1.00
Sparkling Water (1.5 fl. liters)	\$3.00
San Pellegrino (16.9 fl. oz.)	\$4.00
Acqua Panna (25.3 fl. oz.)	\$4.00
San Pellegrino Limonata or Aranciata (11.15 fl.oz.)	\$2.00

Concessionaires that wish to operate a processing cart or mobile truck should be sure to include a proposed menu with a price list in their proposal submission. All menu items to be sold from a processing cart or processing mobile truck and their prices are subject to NPS' and Parks' prior, written approval, as appropriate.

Parks will view favorably proposals which incorporate ethnically diverse and/or healthy food choices, such as salads, fresh fruit, yogurt, nuts, granola bars, protein bars, bottled water, juices, smoothies, etc.

Parks will view favorably specialty carts and menus that are inventive, interesting, and serve a variety of options.

**Department of Health and Mental Hygiene (DOHMH) Information** The concessionaire will be required to obtain a DOHMH Vendor License for each person designated as an operator of a Mobile Food Unit and a DOHMH Mobile Food Vending Unit\_Permit for the



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successful proposer's Mobile Food Unit(s). Please note that only a DOHMH-licensed mobile food vendor may apply for a Mobile Food Vending Unit Permit. The concessionaire must submit both a valid DOHMH Vendor License and a DOHMH Mobile Food Vending Unit Permit to Parks before the operation of a Mobile Food Unit(s) can commence. During the License term, any concessionaire operating a Mobile Food Unit without a valid DOHMH Vendor License and a DOHMH Mobile Food Vending Unit Permit will be instructed to cease operations and will be subject to fines. When warranted, the Public Health Sanitarian, Officers of the Parks Enforcement Police (PEP), New York City Police Department, United States Park Police (USPP) New York Fire Department, and DOHMH may confiscate the mobile food unit(s), including merchandise, impose fines, or take any further appropriate action as appropriate for the entity having jurisdiction over the site.

To obtain a DOHMH license and/or permit, contact the Citywide Licensing Center, 42 Broadway, 5th floor, Monday through Friday 9:00 am to 5:00 pm, or by phone at 311 or 212-New-York or visit [www.nyc.gov/health](http://www.nyc.gov/health). Note: Offices are closed during City/Public Holidays.

Comment [KW1]: by email at ...?

Vendors should be aware that if they are applying for a DOHMH Vendor License for the first time, this process can take six (6) weeks or more.

**DOHMH Vendor License** All persons designated as a Mobile Food Unit operator must have a valid DOHMH Vendor License in order to operate. Effective January 1, 2004, all mobile food vendors are required to successfully complete a DOHMH course in food protection to receive a new or renewed DOHMH Vendor License.

**DOHMH Mobile Food Vending Unit Permit** All Mobile Food Units must pass a DOHMH inspection in order to receive a DOHMH Mobile Food Vending Unit Permit. All Mobile Food Units operating under a Parks license agreement must first pass a DOHMH inspection. In order to schedule the Mobile Food Unit for an inspection, successful proposers must submit Parks-authorized documentation to DOHMH, which is provided to the vendor following Notice of Award.

**Note:** The successful proposer must provide NPS and Parks with documentation that s/he has been issued a valid DOHMH Vendor License and DOHMH Mobile Food Vending Unit Permit for each Mobile Food Unit. Once received and once the license agreement has been registered, Parks will provide the vendor with a Permit Decal and 311 sign for each Mobile Food Unit. The Mobile Food Unit(s) can only be operated in Parks under a license agreement once a written Notice to Proceed, the Permit Decal(s) and 311 sign(s) have been received. The successful proposer must apply for separate CUA from NPS for sites located on federal parkland. NPS may, but is not required to, authorize the sale of sundries under a CUA. Sale of sundries, if authorized, will be subject to specific terms and conditions contained in the CUA.

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

Mobile Food Units, umbrellas, canopies, and other equipment attached to Mobile Food Units shall be of a design and color approved in writing by NPS or Parks. NPS and Parks expect the concessionaire to utilize Mobile Food Units of a premium quality and design. NPS and Parks encourage proposers to submit Mobile Food Unit designs that are inventive, interesting and



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complement the intended vending location(s) (rather than traditional Mobile Food Unit designs often used for hot dog and pretzel pushcarts). Proposals should include a photo or visual schematic of the type of Mobile Food Unit to be used, including the dimensions of the Mobile Food Unit. Mobile Food Units may not extend vending space beyond the confines of the unit.

It is necessary to keep all Mobile Food Units clean and in good condition. This involves ensuring that the Mobile Food Units do not leak any type of fluid, including water, onto the ground. It is also necessary to keep Mobile Food Units clean and free of graffiti. Mobile Food Units must not be damaged or dented. In addition, the concessionaire shall repair or replace the above if deemed necessary by Parks.

Advertising of product brands will not be allowed on the Mobile Food Unit(s) or associated equipment without NPS' and Parks' prior, written approval.

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

**Permit Decal** The license agreement shall become effective upon the vendor's receipt of a written Notice to Proceed. A Permit Decal and 311 sign for each Mobile Food Unit and a Notice to Proceed will be presented to the concessionaire after registration of the license agreement. A concessionaire shall not commence the operation of the Mobile Food Unit(s) until it has received the Notice to Proceed, Permit Decal(s), and 311 sign(s) from Parks. Parks will provide a new Permit Decal for each Mobile Food Unit to the concessionaire at the beginning of each year of the License term, provided that the concessionaire is in compliance with the terms of its license agreement. A replacement fee of Fifty Dollars (\$50.00) will be charged to any concessionaire who loses its Permit Decal.

**DOHMH Letter Grades (Parks)** Proposers should note that the trucks or carts, or both, of concessionaires may become subject to a Department of Health and Mental Hygiene letter grading program. The current program is codified in Health Code Article 81.51 and Chapter 23 of Title 24 of the Rules of the City of New York and is described at: <http://www.nyc.gov/html/doh/html/rii/grading.shtml>

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/>

**In the event there is a conflict between any of the food safety 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 NPS from undertaking management of its parklands as required in accordance with applicable law, regulation, and policy.

**Food Service Facility Sublicensing Option** Proposers seeking to sublicense food service operations will be required to report total gross receipts generated from food service. In the event the proposer's fee offer is made in the form of a guaranteed minimum payment vs. a percentage of gross receipts, total gross receipts from food service operations must be



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included in the gross receipts upon which payment to the City is based. All sublicensing agreements and operations are subject to Parks' prior, written approval.

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-RB-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.

**Hours of Operation** The concessionaire may only operate the Permitted 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 Permitted 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 and Parking** NPS and Parks make no representations that there is adequate storage space or parking at the Permitted 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 Permitted Premises without the prior, written approval of NPS and Parks. No item shall be placed upon any public space, including the ground adjacent to the Permitted Premises without NPS' and Parks' prior, written approval. The concessionaire will be required to store all outdoor equipment on a nightly basis and anytime the concession is closed.

**The concessionaire may not park private, commercial, or delivery vehicles at the Premises without NPS' and Parks' prior, written approval; all vehicles associated with the concession must operate in compliance with local Department of Transportation ordinances.**

**Signage and Advertising** Permittee will be prohibited from displaying, placing, or permitting the display or placement of advertisements in the Permitted Premises, including but not limited to, the Mobile Food Units, without the 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 Permittee'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. Permittee will be prohibited from placing advertisements on the exterior of its permitted premises. Any prohibited material displayed or placed shall be immediately removed by the Permittee upon notice from the entity governing the location at which the activity is authorized at Permittee's sole cost and expense.



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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 concession 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 Permitted 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.

Parks will view favorably proposals that have limited utility needs. Proposers should keep this in mind when submitting menus and creating proposals.

**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 operating 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 Permitted 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 which include the installation of Energy Star approved appliances and equipment, such as commercial refrigerators, at the Permitted 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 also views favorably proposals that include plans to use "Green Seal" eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. A list of "Green Seal" certified products can be found at <http://www.greenseal.org/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



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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.

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

**Special Events** 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.

**Security** During the concession hours of operation, each concessionaire, at its sole cost and expense, shall be responsible for maintaining security at the Permitted Premises in accordance with plans approved in advance in writing by Parks and NPS.

**Safety** Since safety is of the utmost concern, proposers with prior experience in operating mobile food units should submit their personal and/or company safety record. Each proposal should include safety precautions required for the operation of the concession as well as any applicable staff qualifications and certifications.

**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.

**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 site unannounced to inspect operations and ensure proper maintenance of the concession site. Based on their inspections, Parks may issue directives regarding deficiencies the concessionaire will be obligated to rectify in a timely fashion. Violations of the terms of the license agreement may result in the assessment of liquidated damages, which, if not paid promptly, may be deducted from the concessionaire’s security deposit. If the concessionaire fails to provide the cleaning, maintenance, and operational services required by the license agreement, Parks shall notify the concessionaire in writing, and the concessionaire shall be required to correct such



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shortcomings within the timeframe set forth in such notice. If the concessionaire fails to cure the violation within the timeframe set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, assess liquidated damages and/or suspend or terminate the license agreement. Parks may impose a Two Hundred and Fifty Dollars (\$250.00) administrative fee for reinstatement of a suspended license. Liquidated damages may be assessed in accordance with the following schedule:

<b>PROVISION</b>	<b>LIQUIDATED DAMAGES PER OCCURENCE</b>
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked Exits	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Mobile Food Unit Leaking Fluids	\$350
Mobile Food Unit Obviously Damaged or in Poor Repair	\$250
Unauthorized Advertising	\$100
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350
Graffiti, Dirty Mobile Food Unit or Umbrella	\$350
Sticker Expired or Not Displayed	\$250
Vending without valid DOHMH Mobile Food Vendor's License	\$350
Vending without valid DOHMH Mobile Food Unit License	\$350
311 sign not displayed	\$250
12 oz. soda not available or not displayed when 20 oz. size is available	\$250

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 one of the above violations, there is a process by which the



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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 Permitted Premises** The concessionaire will be required to provide Parks with full and free access to the Permitted 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 concessionaire exclusive rights to sell in the park in which the Permitted Premises are located. Moreover, Parks may grant other permits to vendors to sell the same or similar items authorized under this license agreement within the same park in which the Permitted 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 Permitted Premises. Illegal vendors can be reported by calling 311.

#### **B. LOCATIONS**

All proposers should visit the vending location(s) in which they are interested in proposing to ensure that the vending location(s) is/are appropriate for their intended operations. For example, proposers interested in operating a Mobile Truck should ensure that there is adequate parking at the vending location. All concessionaires will be solely responsible for compliance with all parking rules and regulations at the vending location.

Parks requests proposals for the operation of Mobile Food Units at the vending 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 vending location within the park. The third column indicates any operational restrictions for each vending location. The fourth column indicates jurisdiction and the final column indicates the vending location's property number, which should appear on the outside of the envelope in which you submit your proposal. **Parks and NPS retain the right to relocate or restrict a Mobile Food Unit, as necessary.**

<b>Jamaica Bay Mobile Food Concession Sites</b>				
<b>Site</b>	<b>Location</b>	<b>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		NYC	B57-2-O
Canarsie Park	Near the Field House, between East 88th and East 89th Streets		NYC	B18-O
Canarsie Pier	Pier Parking Lot or upland area	Only seeking Specialty Cart/Truck with inventive menu	NPS	CAPI-O
Frank M. Charles Memorial Park	South of 165th Avenue between 95th and 99th Streets		NPS	FRCH-O
Bayswater Park	Beach 35 <sup>th</sup> and Norton Avenue	Exact location at Parks' discretion	NYC	Q7-O
Jacob Riis Boardwalk	Along boardwalk east of Beach 169th Street		NPS	JARIBW-1-O
Jacob Riis Boardwalk	Along boardwalk east of Beach 169th Street and east of JARIBW-1-O		NPS	JARIBW-2-O
Jacob Riis Boardwalk	Along boardwalk east of Beach 169th Street and east of Mall Area		NPS	JARIBW-3-O
Jacob Riis Mall Area	Mall area (near flagpole) in the middle of the boardwalk arc		NPS	JARIM-O



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Riis Landing	Parking Lot near ferry and cruise terminal - entrance off of Rockaway Point Boulevard just west of bridge	Parking by permit only	NPS	RILA-O
Beach 169th Street	South of the bollards that define the end of the City street and the beginning of the NPS road		NPS	B169-O

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

1. The concessionaire will be required to operate and maintain each concession for the use and enjoyment of the general public.
2. The concessionaire will be required to submit a security deposit of 25% of the highest year's guaranteed minimum license fee, which will be required for the duration of the term of the license. This security deposit, which may be in the form of an interest bearing account or other format approved by Parks, will be due upon signing. 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, One Million Dollars (\$1,000,000.00) 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



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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. Each Mobile Food Unit must have garbage receptacles present at all times. Each concessionaire will be required to keep the Permitted Premises and the area within fifty (50) feet of the Permitted Premises clean and free of all waste, garbage, refuse, rubbish and litter at all times. Each concessionaire will be required, at its sole cost and expense, to provide adequate waste and recycling receptacles that are approved in writing by Parks and have these receptacles emptied on a daily basis and removed by a private carter. Each concessionaire will be required to comply with all City, state, and federal regulations regarding recycling. Rubbish removal schedules are subject to Parks' prior, written approval.
8. 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.
9. The concessionaire will be prohibited from cutting down, pruning, or removing any trees on the Permitted Premises without prior, written approval from Parks or NPS. Any attachments to the trees, such as lights, will not be permitted.
10. The concessionaire will be required to cooperate with Parks and NPS, where applicable, during special and other unanticipated events.
11. Smoking of any tobacco product is strictly prohibited at the Permitted Premises, except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.
12. 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.
13. The selling and/or advertisement of alcohol, cigarettes, cigars, or any other tobacco products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
14. Each concessionaire shall not block any sidewalk, pathway, park entrance or other pedestrian walkway with concessionaires' equipment or supplies. Each



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concessionaire shall place its equipment and supplies in such manner that at least a six (6) foot walkway is available to pedestrians at all times.

15. Each concessionaire will be required to comply with all City, state, and federal laws relating to access for persons with disabilities. Each concessionaire shall comply with all New York City, state, and federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. Each concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.
16. If a concessionaire does not comply with the terms of the Permit, the Permit may be terminated. Any warnings or terminations may be considered in making future proposer responsibility determinations.
17. The concessionaire will be required to indemnify the City and NPS, where applicable, for claims arising out of the concessionaire's operations under the Permit, pursuant to a provision to be included in the Permit.
18. 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 or NPS may deem necessary to protect the City's and NPS' interests.
19. 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.
20. 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.



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### 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' prior, 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-O-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 Seven Hundred and Fifty Dollars (\$750.00) 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.



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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 Permitted 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)), hours of operation, menu and prices, staffing plans, safety and security plans, and maintenance and cleaning schedules. All aspects of this proposal are subject to Parks' and NPS' 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 incorporate ethnically diverse and/or healthy food choices, such as salads, fresh fruit, yogurt, nuts, granola bars, protein bars, bottled water, juices, smoothies, etc.
- Parks will view favorably specialty carts and menus that are inventive and interesting and serve a variety of options.
- Parks will view favorably proposals which include the installation of Energy Star approved appliances and equipment, such as commercial refrigerators, at the Permitted Premises. Parks will also view favorably proposals that include plans to use "Green Seal" eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint.
- Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community.

## 3. Fee Offer

- Proposers must provide a guaranteed annual flat fee for the term and each renewal year.

## 4. 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



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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 Permitted 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.).



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#### **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 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) (20%)
- Financial capability: see Section III (C) (4) (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.



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## 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 except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If Parks grants the request for exception from disclosure, Parks shall keep such proposal or portions thereof in secure facilities.

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



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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



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### APPENDIX A

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





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### Inset Satellite Map





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**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. 105-391

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 \$ \_\_\_\_\_



**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



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.





Elizabeth W. Smith  
Assistant Commissioner  
Revenue & Marketing

T 212.360.1366  
F 212.360.3434

E [betsy.smith@parks.nyc.gov](mailto:betsy.smith@parks.nyc.gov)

City of New York  
Parks & Recreation

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Central Park  
New York, NY 10065  
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## 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 under city and federal jurisdictions and offering park users access to both areas is a key goal of the program.
- **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	Bi8-2-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.