



Request for Bids

For the Operation and Management of a Newsstand at
Callahan-Kelley Playground, Brooklyn

ISSUE DATE: June 26, 2018

SOLICITATION #: B219-NS 2017

Bill de Blasio

Mitchell J. Silver, FAICP

Alyssa Cobb-Konon

Martin Maher

Mayor Of The City Of New York

Commissioner Of Parks & Recreation

Deputy Commissioner For Planning & Development

Borough Commissioner For Brooklyn Parks

REQUEST FOR BIDS (RFB)

The City of New York Department of Parks & Recreation (“Parks”) requests bids for the operation and management of a newsstand located at Van Sinderen Avenue between Fulton and Truxton Street, Callahan-Kelly Playground, Brooklyn (“Permitted Premises” or “Premises”).

THE TERM

Parks is seeking a concessionaire for one (1) seven-year (7-year) term. No longer will term be considered. This concession will be operated pursuant to a permit issued by Parks (the "Permit"); no leasehold or other proprietary right is offered. The Permit will be effective upon notice to proceed from Parks and shall expire seven (7) years from the Notice to Proceed.

PROJECT MANAGER

The Project Manager for this concession is Jeremy Holmes. All RFB questions and/or inquiries should be directed to him. He may be reached at:

Phone: (212) 360-3405
Fax: (212) 360-3434
Email: jeremy.holmes@parks.nyc.gov



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.

RFB TIMETABLE

The following schedule has been established for this RFB:

RFB Release Date: Tuesday, June 26, 2018
Bids Due: Monday, July 30, 2018 at 3:00 PM



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

I. PROJECT COMPONENTS

A. OVERVIEW

Parks requests bids for the operation and management of a newsstand at Callahan-Kelly Park, Brooklyn. This concession is for the sale of newspapers, magazines, candy, snacks, soft drinks, ice cream, lottery tickets, cigarettes, film and batteries. Other items may be sold as approved by Parks in writing. The manner of display and organization of the concession must be approved by Parks. The sale of alcoholic beverages will be strictly prohibited. All items, prices, and hours of operation must be approved in writing by Parks.

B. HISTORY & EXISTING CONDITIONS

Bounded by Fulton and Truxton Streets, Van Sinderen Avenue, and the Eastern Parkway Extension, Callahan-Kelly Playground was named for two local soldiers who died in World War I, William E. Callahan and Edward E. Kelly. The city acquired the title for this land in 1938, and Local Law 115 of 1939 named it as a memorial site. Parks received the land from the city in 1945, with reservations for sewers, subways, and railroads. A subway vent still stands in the park today. Handball courts with floodlights for night use, a baseball diamond, timber form climbing equipment, slides, a basketball court and picnic tables make Callahan-Kelly Playground an invaluable asset to the community. With its towering Pine, oaks and Littleleaf linden trees, Callahan & Kelly Park is a peaceful oasis in the midst of a neighborhood bustling with energy. The newsstand is located on Van Sinderen Avenue between Fulton and Truxton, East New York, Brooklyn. The site is near the entrance to the Broadway-East New York subway station where the A, C, J, L and Z lines intersect. It is also near the B82, Q24 and Q56 bus stops.

C. FINANCIAL HISTORY

The following chart lists the flat annual fees for the most recent operating term:

Operating Year	Flat Annual Fees
2012	\$125,136.00
2013	\$195,482.00
2014	\$165,474.00

*Site was under construction from 2015-2017

D. OPERATIONS & MAINTENANCE

All hours, items, prices, fees and increases for any and all proposed products and services offered at the concession are subject to the prior written approval of Parks.

Merchandise Bidders must submit a list of all merchandise they propose to sell, including an approximate price list, as well as their proposed hours of operation. Bidders should be aware that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated merchandise. If the successful bidder wants to sell merchandise that uses the City's trademarks, the successful Bidder will be required to purchase merchandise from authorized licensees of the City of New York. Parks will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products or non-

park-related events.

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

Hours of Operation Hours of operation are subject to the prior written approval of Parks.

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

Storage/Parking Parks makes no representation that there is adequate storage space or parking at the 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 Premises without the prior, written approval of Parks. No item shall be placed upon any public space, including the ground adjacent to the Premises without Parks' prior written approval. If material is stored or displayed outside of the Premises, all of Parks' expenses associated with enforcement of that provision will be reimbursed by the Permittee to the City. The concessionaire will be required to store all equipment on a nightly basis and anytime the concession is closed.

The concessionaire may not park or cause to be parked private, commercial or delivery vehicles at the Premises without Parks prior approval; all vehicles associated with the concession must operate in compliance with local Department of Transportation ordinances.

Maintenance The concessionaire shall be responsible for the regular and routine maintenance of the concession and will be required, at its sole cost and expense (or through arrangements with third parties), to operate and maintain the Premises in good and safe condition and in accordance with industry standards. This includes, but is not limited to, the maintenance and repair of the entire Premises, all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, paved areas, vaults, gutters, curbs, fixtures, and any racks or stands. In addition, all signs and structures on the Premises must be kept in good condition and free of graffiti. The erecting of any ancillary structures at the Premises shall be subject to Parks' prior written approval. Concessionaire will be responsible for the appearance of the concession. The newsstand must be painted a color acceptable to Parks and it must be repainted as needed. No signs may be posted except for those signs approved in advance in writing by Parks. Concessionaire shall keep all signs and structures in good condition. In addition, concessionaire shall remove all unauthorized signs, posters, flyers, stickers and graffiti within five (5) hours after they appear on or within the Premises. In addition, the concessionaire will be required to demonstrate to Parks' satisfaction, through a detailed maintenance plan, that they will keep and maintain the concession site in excellent condition throughout the term.

Rubbish Removal & Recycling The concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of all waste, garbage, refuse, rubbish and litter from the area within twenty (20) feet of the newsstand. The concessionaire will be required to provide adequate and easily accessible waste and recycling receptacles, approved by Parks, and have these receptacles emptied on a daily basis and removed by a private carter. The location and placement of all waste and recycling receptacles is subject to Parks' prior written approval. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. In addition, the concessionaire will be required to demonstrate to Parks' satisfaction, through a detailed maintenance plan, that they will keep and maintain the concession site in

excellent condition throughout the term.

Signage & Advertising A menu and a price list, approved in writing by Parks, must be prominently displayed at all times for *all* items that are sold at the newsstand. A “311 sign” provided by Parks must be displayed at all times.

Permittee will be prohibited from displaying, placing or permitting the display or placement of advertisements in or on the Premises without the prior written approval of Parks. The display or placement of tobacco or electronic cigarette advertising shall be prohibited. 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 shall also be prohibited. The advertising of product brands is prohibited without Parks’ prior written approval. Any and all signage is subject to Parks’ written approval. The design and placement of all signage, including signage which includes the concessionaire’s name, trade name(s) and/or logos, is subject to Parks’ prior written approval. Any prohibited material displayed or placed shall be immediately removed by the concessionaire upon notice from Parks at the concessionaire’s sole cost and expense.

Internal Controls Throughout the term of the permit, the concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenue, in a form and manner acceptable to the City. The concessionaire must also establish a dedicated bank account for deposits of concession-generated revenue. All accounting and internal control related records shall be maintained for a minimum of ten (10) years from the date of creation of the record.

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

Utilities Parks makes no representations regarding the adequacy of utilities currently in place at the Premises. The concessionaire will be required, as needed, to connect to and/or upgrade any existing utility service or create a new utility system, and obtain the appropriate permits and approvals. This includes establishing a dedicated meter and/or sub meter that captures electricity usage on the Premises and an account with Con Edison (or other relevant providers) as appropriate. The concessionaire will be required to pay for any and all utility costs connected with the operation of this concession during the Permit term. These utility costs include, but are not limited to, paying all water and sewer charges that the DEP assesses for water usage. The concessionaire will be prohibited from tapping into utilities used, operated or owned by the City.

Identification and Address The successful bidder must present to Parks **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 Permit. In addition, all bidders will be expected to provide Parks with an address and at least two (2) operating phone numbers (see bid form at end of document) for contact purposes. The successful bidder shall notify the Parks Revenue office immediately of any changes to the successful bidder’s address or phone number.

Security The concessionaire, at its sole cost and expense, shall be responsible for all security at the Premises year round in accordance with plans approved by Parks in writing in advance. The concessionaire will be required to secure the Premises and any other equipment every evening.

Safety Since safety is of the utmost concern, bidders with prior experience in operating this type of facility or similar facilities should submit their personal and/or company safety record. Each bid should include a detailed outline of maintenance schedules and safety precautions required for the operation of the Premises as well as any applicable staff qualifications and certifications. Bidders should also provide descriptions of the locations and types of facilities they have operated, including a list of references. The concessionaire will be required to comply with all national safety guidelines and Federal, State and City laws, rules and regulations related to the renovation, operation and maintenance of the Premises.

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

Environmentally-Friendly (“Green”) Products & Practices The City of New York has implemented eco-friendly initiatives to create a positive difference in our environment and the health of all New Yorkers. Parks strongly encourages concessionaires to employ eco-friendly practices and products into the daily operation and maintenance of the concession.

Parks encourages the concessionaire to use chlorine-free, biodegradable products such as, but not limited to, paper towels, napkins, utensils, and plates if the concessionaire intends to utilize any disposable products in the operation of this concession. Additionally, Parks encourages concessionaires to use “Green Seal” eco-friendly products such as, but not limited to, soaps and cleaners for operational and cleaning purposes. A list of “Green Seal” certified products can be found at <http://www.greenseal.org/findgreensealproductsandservices.aspx>. Parks also encourages the selling of sustainable food products and the training of staff on environmentally-friendly food practices. A list of environmentally-friendly products/materials is also available at: <http://www1.nyc.gov/site/mocs/resources/environmental-preferable-purchasing.page>

The sale of beverages in glass bottles is prohibited. All beverages must 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.

Determination of Non-Responsibility Concessions shall be awarded to responsible prospective concessionaires only. A prospective concessionaire that has failed to comply with Parks’ requirements shall be presumed to be non-responsible, unless Parks determines that the circumstances were beyond the prospective concessionaire’s control or that the prospective concessionaire has taken appropriate corrective action. Parks reserves the right to make a final determination of non-responsibility on a case by case basis. While it is not the sole consideration for a determination of non-responsibility, a concessionaire’s past failure to comply with Parks’ requirements is taken into account when making concessionaire responsibility determinations.

Inspections & Liquidated Damages Inspectors from Parks and DOHMH will visit the Premises unannounced to inspect operations and ensure proper maintenance of the Premises and compliance with the New York City Health and Administrative Codes and the New York State Sanitary Code. 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 Permit 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 Permit, Parks shall notify the concessionaire in writing, and the concessionaire shall be required to correct such shortcomings within the timeframe set forth in such notice. If the concessionaire fails to cure the violation within the timeframe set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, assess liquidated damages and/or suspend or terminate the Permit. Parks may impose a \$250 administrative fee for reinstatement of a suspended Permit. Liquidated damages may be assessed in accordance with the following schedule:

Provision	Liquidated Damages per Occurrence
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked Paths, Exits, Roadways, or Vehicles on Sidewalks	\$350
Improper Disposal (Noxious Liquids, Débris, etc.)	\$350
Graffiti, Dirty Newsstand or Premises	\$350
Newsstand leaking fluids	\$350
Newsstand or equipment obviously damaged or in poor repair	\$250
Unauthorized Advertising	\$350
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350
Damage to Parks Property (e.g., Trees, Fencing, Hex Pavement)	\$350
311 Sign Not Displayed	\$250
Unauthorized tapping into utilities used, operated or owned by the City	\$350
Unauthorized Vehicular Activity	\$350

If an assessment is received for one of the above violations, there is a process by which the assessments may be appealed if the concessionaire feels that the assessment has been assessed in error. The procedure is outlined below:

1. Filing an Appeal

- A. If the concessionaire wishes to appeal the assessment, a notice of appeal must be delivered to Parks within ten (10) days along with a statement of reasons why he or she believes the assessment was erroneous. The statement of reasons must be notarized. Any evidence supporting the concessionaire's appeal (such as photographs, documents, witness statements) should also be included.
- B. If no appeal is received within 10 days of the date the assessment is mailed, the assessment shall be considered final and charged to the concessionaire's account.

2. Adjudication of Appeal

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

appeals. The decision of the Director of Operations Management & Planning shall constitute the final decision of Parks.

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.

No Exclusive Vending Rights

Bidders should note that the Permit will not grant the concessionaire exclusive rights to sell in the park in which the Premises are located. Moreover, Parks may grant other permits to concessionaires to sell the same or similar items authorized under the concessionaire's Permit within the same park in which the concession is located. Parks does not guarantee that illegal vendors, persons unauthorized by Parks or disabled veteran vendors will not compete with the concessionaire or operate near the Premises. Parks encourages concessionaires to report illegal vendors by calling 311.

E. MAINTENANCE, IMPROVEMENTS & REPAIRS

The concessionaire will be responsible for all costs associated with the operation and maintenance of the Premises. Parks encourages the use of "green building" design elements and environmentally friendly products for all maintenance, repairs and improvements. A list of products/materials relating to environmentally-friendly practices in City construction projects is available in the *New York City EPP Minimum Standards for Construction Products*. A hard copy of the standards may be obtained from the agency or on the web at:

https://www1.nyc.gov/assets/mocs/downloads/pdf/epp/nycepp_construction.pdf

The concessionaire shall, at its sole cost and expense, perform the following improvements to the newsstand during the term of the Permit:

1. Install exterior storage unit provided by Parks.
2. Repair and maintain all exterior lighting;
3. Repair and maintain the roof of the structure, as needed;
4. Repair and power wash roll down gates;
5. Replace or power wash existing awning;
6. Replace all exterior structures, including but not limited to, any partitions, newsstand racks, magazine racks, and postcard racks, shelving, garbage bins, etc.
7. Restore and refine the exterior of the newsstand, subject to a proposal/design approved in writing by Parks;
8. Strip and apply three (3) coats of paint to the exterior of the newsstand, subject to Parks' prior written approval of the color; and

Additionally, the concessionaire will be required to provide all the personal equipment necessary for the operation of the newsstand, including magazine racks, cash registers, and counters.

The concessionaire will be required to make all necessary repairs and improvements to the Premises throughout the term of the Permit at its sole cost and expense.

All improvements and fixed equipment become the property of the City upon installation, at the City's option. The concessionaire shall at its sole cost and expense supply all additional equipment and materials necessary for the successful operation of the concession. The concessionaire shall pay for all improvements.

Bidders should be aware that this concession will be developed and operated pursuant to a Permit issued by Parks. In the event the Permit is terminated, Parks will not reimburse Permittee's unamortized improvement costs.

F. REQUIREMENTS DURING THE TERM OF THE PERMIT

1. The concessionaire will be required to operate and manage the concession for the use and enjoyment of the general public.
2. The concessionaire will be required to obtain and maintain any and all necessary approvals, permits, and licenses for the lawful operation of the concession.
Each concessionaire will be required to submit a security deposit of 25% of the highest year's guaranteed annual flat fee, which will be required for the duration of the Permit term. This security deposit, which may be in the form of an interest bearing account or other format approved in writing by Parks, will be due upon signing.
3. The concessionaire will be required to carry Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance. The Commercial General Liability shall provide coverage at least as broad as the most recently issued Insurance Services Office (ISO) Form GC 00 01, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be occurrence" based rather than "claims-based." 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 the most recent edition of Insurance Services Office (ISO) Form GC 20 26, and the City's limits will be no lower than concessionaire's. The concessionaire also shall be required to carry statutory limits of Worker's Compensation, Employer's Liability, and Disability Benefits Insurance and submit proof of insurance in the following acceptable forms: (1) C105-C; (2) State Insurance Fund Form No. U-26.3; (3) New York State Workers' Compensation Board Form No. DB-120.1; (4) equivalent or successor forms used by the New York State Workers' Compensation Board; (5) or other proof of insurance in a form acceptable to the Commissioner of Parks. If concessionaire is or intends to be exempt from the requirements of the New York State Worker's Compensation Law, concessionaire must submit Certificate of Exemption Form No. CE-200. If vehicles are to be used in connection with the concession, the concessionaire shall carry Commercial Automobile Liability insurance in the amount of \$1,000,000 for each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles. The concessionaire shall maintain comprehensive "All Risk" or Special Perils" form property insurance covering all buildings, structures, equipment and fixtures on the Premises. Such insurance shall provide full Replacement Cost coverage, and shall be "occurrence" (rather than "claims-made") based and shall designate the concessionaire as Named Insurance and the City as Loss Payee as their interests may appear. Bidders 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 program warrants it.
4. The concessionaire will be required to submit monthly statements of gross receipts, as requested by Parks, from all categories of income in a format approved in writing by Parks. In addition, the concessionaire must have available, at the request of Parks, monthly statements of gross receipts, as well as a detailed income and expense statement for the past year's operation. The concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, as described under "Internal Controls" in Section I(C) above.
5. The concessionaire will be required to pay all taxes applicable to the operation of the concession, including commercial rent tax (if applicable).
6. Within sixty (60) days of the end of each operating year, the concessionaire will be required to submit an annual statement of gross receipts from all categories of income in a format approved in writing by Parks. In addition, the concessionaire must have available, at the request of Parks, monthly statements of gross receipts, as well as a detailed income and expense statement for the past year's operation. The concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, as described under "Internal Controls" in Section I (D) above.
7. The concessionaire will be prohibited from cutting down, removing, or pruning any trees or shrubbery at the Premises without prior written approval from Parks and any other entity with

jurisdiction over the park within which the concession is located. Permittee will report dead and diseased trees to Parks and upon Parks' request they will remove them. Any attachments to the trees, such as, but not limited to, lights, will not be permitted.

8. The concessionaire will be required to cooperate with Parks during special and unforeseen events.
9. Smoking of any tobacco product or electronic cigarette is strictly prohibited at the Premises. Concessionaire shall adhere to and enforce this policy.
10. **No items may be placed or stored outside of the newsstand.** Upon signing the Permit, the concessionaire agrees that Parks Inspectors and/or Park Enforcement Officers may confiscate any and all material found to be outside of the vending location. If material is stored or displayed outside of the vending location, all expenses associated with enforcement of this requirement will be reimbursed by the concessionaire to the City. The concessionaire shall reimburse the City within thirty (30) days of receipt of a written request.
11. Concessionaire shall not block any sidewalk, pathway, park entrance, or other pedestrian walkway with concessionaire's equipment or supplies. The concessionaire shall place concessionaire's equipment and supplies in such manner that at least a six (6) foot walkway is available to pedestrians at all times.
12. The concessionaire must obtain the prior written approval of Parks prior to entering into any marketing or sponsorship agreement. In the event the concessionaire breaches this requirement, the concessionaire shall take any action that the City may deem necessary to protect the City's interests.
13. The concessionaire will be required to indemnify the City for claims arising out of the concessionaire's operations under the Permit, pursuant to a provision to be included in the Permit.
15. If the concessionaire does not comply with the terms of its Permit, the Permit may be terminated. Any warnings or terminations may be considered in making future bidder responsibility determinations.
16. 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, the concessionaire or any subcontractor hired by concessionaire shall comply with Chapter 12 of the New York City Administrative Code and limit the environmental impact of its pesticide use.
17. The concessionaire will be required to comply with the Earned Sick Time Act, also known as the Paid Sick Leave Law, as a concessionaire of the City of New York as set forth in the Paid Sick Leave Law Concession Rider included herewith as **Exhibit A**.
18. Concessionaire shall retain the services of a Licensed Architect or Engineer approved by Parks to prepare and file plans of the existing newsstand at the Premises with the New York City Department of Buildings and obtain a Certificate of Occupancy or Letter of No Objection as required.

II. THE REQUEST FOR BIDS PROCESS/BID PROCEDURES

A. BID SUBMISSION INSTRUCTIONS

All bids must meet the requirements listed below in the "Bid Submission Requirements" section, and should comply with the guidelines listed in the "Bid Content Guidelines" section.

*All Bidders should be aware that a copy of the permit may be reviewed or obtained at no cost, commencing on **Tuesday, June 26, 2018** through **Monday, July 30, 2018** between the hours of 9AM and 5PM, excluding weekends and holidays at the Revenue Division of the NYC Department of Parks and Recreation, located at 830 Fifth Avenue, Room 407, New York NY 10065. Revenue staff is available by appointment only; please call (212) 360-1397 to arrange a time to come into the office. Please be advised that all terms of the permit are non-negotiable.*

Pages should be paginated. The City of New York requests that all bids 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:

<https://www.epa.gov/smm/comprehensive-procurement-guidelines-paper-and-paper-products>

The bidder should state whether the bid submission 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 bids 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 8½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile bids will be accepted. The bid will be evaluated on the basis of its content, not length.

PLEASE SUBMIT ONE (1) BID PER ENVELOPE

Please submit one (1) original and one (1) copy of the bid form in the envelope (include required attachments).

The following information should be **CLEARLY PRINTED** on the outside of the envelope:

- **Bidder's Name and Address**
- **Solicitation # B219-NS-2017**
- **Callahan-Kelly Park Newsstand, Van Sinderen Avenue between Fulton and Truxton Streets, Brooklyn**
- **Bid Due Date & Time: *Monday, July 30, 2018 at 3:00pm***

B. BID SUBMISSION REQUIREMENTS

Each bid submitted must meet the following requirements. Bids shall be submitted on the attached bid form and shall be typewritten or written legibly in ink. Erasures or alterations shall be initialed by the signer in ink. All bids shall be signed in ink.

1. All Bidders must submit a bid that includes a fee offer. Bids must state a guaranteed annual flat fee for each year of operation. The City urges that there be an escalation of at least five percent (5%) per year (compounded annually) in guaranteed flat fee over the term of the Permit. Award will be based on the highest flat fee offer for the five (5) years. For any bid where the flat fee offer for each and every year is not the highest fee, Parks will use a Net Present Value (NPV) analysis to determine which bid has the highest overall fee offer. Bids that do not state a guaranteed annual flat fee will not be considered. If a bidder offers any additional payment beyond the guaranteed annual flat fee, only the flat fee will be considered. Bidders must submit a separate fee offer for each vending location they are bidding on, even if the vending locations are in the same park.
2. At Parks' request, bidder shall submit documentation, satisfactory to Parks, demonstrating that it has the financial capability to pay the fees set forth in its bid. Failure to provide such documentation will result in a determination of non-responsiveness.
3. **All bidders are required to submit as a bid deposit a certified bank check, official bank check, cashier's check or money orders in the amount of seven thousand five hundred dollars (\$7,500.00) with the bid (payable to NYC Parks & Recreation).** Personal or business checks will not be accepted. In the event of the failure of a successful bidder to execute a permit in accordance with the terms of its bid, the deposit shall be retained by the City unless the bid has been permitted to be withdrawn. Bid deposits will be returned to unsuccessful bidders after the permit is signed with the successful bidder. Each bid must clearly indicate the vending location on which the bidder is bidding.
4. All bids must be submitted in a sealed envelope and received in the office of the:

Revenue Division
City of New York Parks & Recreation
The Arsenal - Central Park
830 Fifth Avenue, Room 407
New York, New York 10065

5. **All bids must be received by *Monday, July 30, 2018 at 3:00 p.m.*** Hand delivery to Room 407 before the deadline is recommended to ensure consideration of the bid(s). **Bids received after the time and date listed above will be considered late. Late bids and late modifications will not be considered, except as provided for in Sections 1-12(j) (2) (i) and (ii) of the Concession Rules.**

C. BID CONTENT GUIDELINES

Each bid is expected to include the following:

1. Fee Offer:
 - The City urges that there be an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed annual fee over the Permit term. Bids must state a guaranteed annual flat fee for each year of operation. If a bidder offers any additional payment beyond the guaranteed flat fee, only the flat fee will be considered.
2. Bid Forms & Deposits:
 - Bidders should clearly indicate their name and address on the face of the certified bank check official bank check, or cashier's check submitted for the bid deposit. Bidders may use one (1) copy of the "Bid Form" enclosed with this RFB
3. Operating Experience:
 - Bidders should submit a resume or detailed description of the bidder's professional qualifications, demonstrating extensive experience in the industry, including, but not limited to, any work with City agencies, and/or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the bid.
 - Bidders should attach a list of at least three (3) recent relevant references, with whom the bidder has previously worked and/or who can describe such matters as the bidder's financial, operational and construction capability. Include the name of the reference entity, a description of the nature of the listed reference's experience with the bidder and the name, title, address, and telephone number of a contact person at the reference entity.
4. Maintenance, Repairs & Improvements
 - Bidders should submit a detailed timetable describing all maintenance, repairs and improvements. This timetable should clearly outline all intended improvements, the projected cost of these improvements, and the anticipated commencement and completion dates of these improvements.
 - Bidders should submit renderings or sketches of proposed renovations to the newsstand. All designs must be appropriate to and approved by Parks
5. Planned Operations:
 - Bidders should submit a detailed operational plan for the entire Premises, including but not limited to, hours of operation, items sold, prices, plans for deliveries and rubbish removal, and a cleaning schedule. All operational plans, including, but not limited to, delivery schedules, rubbish removal schedules, prices (and subsequent increases), items sold, and hours of operation are subject to Parks' prior written approval.
 - Bidders should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.

- Bidders should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- Parks is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like bidders 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, but are not limited to, customer evaluations or survey forms. Further, Parks would like bidders to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.

6. **Financial Capability:**

- Bidders 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. Bidders should include supporting documentation of their financial worth, including, but not limited to, Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
- Bidders should identify the source of all funds proposed to be invested in the concession.
NOTE: All bidders should indicate how they became aware of this concession opportunity (e.g., newspaper ad; mailing list, Parks website, etc.).

D. SELECTION PROCEDURES

Parks will select the highest fee offer to the City from a responsible and responsive bidder. As set forth in Section 1-07(b)(1) of the Concession Rules, a responsible concessionaire is one which has the capability in all respects to perform fully the concession requirements. For any bid where the fee offer for each and every year is not the highest fee, Parks will use a Net Present Value (NPV) analysis to determine which bid has the highest overall fee offer. Parks cannot consider a bid that does not meet the criteria set forth in the Bid Submission Requirements section of this RFB. Bids that do not meet these requirements will be considered non-responsive and will not be evaluated.

E. OTHER GENERAL RFB REQUIREMENTS AND CONDITIONS

Park reserves the right to postpone or cancel this RFB or reject all bids, if in its judgment it deems it to be in the best interest of the City of New York to do so.

Bidders 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.

The award of this concession is subject to applicable provisions of Federal, State, and City laws and executive orders requiring affirmative action and equal employment opportunity.

All Request for Bids submission materials become the property of the City of New York and Parks. Bid 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 ("FOIL"), which governs the process for the public disclosure of certain records maintained by Parks. (See Public Officers Law, Sections 87 and 89) and may be required to disclose a written submission or portion thereof submitted in connection with this solicitation. Individuals or firms that submit bids to Parks may request that Parks except all or part of such a bid from public disclosure, on the grounds that the bid contains trade secrets, confidential 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 request for 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 bid or portions thereof for which the exception is requested. Such portions of a bid must be easily separable from the bid. Bidders should be aware, in any event, that Parks may be required, pursuant to FOIL, to disclose a written submission or portion thereof submitted in connection with this solicitation, even if labeled as proprietary in accordance with this paragraph. In the event that such disclosure or information labeled as proprietary is requested by a third party, Parks will provide notice to the submitter as far in advance as practicable of any deadline for responding to such request and shall consult with the submitter to evaluate the extent to which such information may be withheld from disclosure under the provisions of FOIL. In the event that Parks determines that information may not be withheld, Parks will attempt to provide the submitter with timely notice of its intent to disclose in order that the submitter may invoke any rights or remedies to prevent disclosure to which it believes it may be entitled under the law. The submitter expressly acknowledges and agrees that neither Parks nor the City will have any liability to the submitter in the event of disclosure of materials designated by the submitter as trade secrets, or confidential proprietary information.

Parks shall not be liable for any costs incurred by bidders in the preparation of bids or for any work performed in connection therein.

A bidder may submit a modified bid to replace all or any portion of a bid submitted up until the bid submission deadline. Parks will only consider the latest version of the bid. Late bids and late modifications will not be considered for evaluation, except as provided for in Sections 1-12(j) (2) (i) and (ii) of the Concession Rules. Bidders may withdraw their bids from consideration at any time before the bid deadline by submitting written notice to Parks. A bidder may not withdraw its bid before the expiration of forty-five (45) calendar days after the date of the opening of bids; thereafter a bidder may only withdraw its bid 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 bidders. Bidders should contact the agency before submitting a bid to verify that they have received any addenda issued. Bidders shall acknowledge the receipt of any addenda in their bid submissions.

Bidders should be aware that, upon Parks' request, bidder(s) will be required complete an online Procurement and Sourcing Solutions Portal (PASSPort) Vendor and Principal Questionnaires (formerly known as Vendor Information Exchange System (VENDEX) forms) to the Mayor's Office of Contract Services (MOCS). 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 PASSPort 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 PASSPort questionnaires and review of certain information contained therein by the Department of Investigation. To submit the questionnaires to MOCS, create an account and submit the vendor enrollment package in PASSPort through the NYC website at <http://www.nyc.gov/passport>.

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

Mitchell J. Silver, FAICP
Commissioner

SOLICITATION #B219-NS-2017

Operation and Management of a Newsstand, Callahan-Kelly Playground, Brooklyn

Bid Form – Fee Offer

BID DUE DATE & TIME: *Monday, July 30, 2018 @ 3:00 p.m.*

All bid fee offers must be submitted on this form. Submit forms with original signatures only.

PLEASE SUBMIT ONE (1) BID FORM PER ENVELOPE.

FEE OFFER

Year 1 Guaranteed Annual Flat Fee Payment	\$ _____
Year 2 Guaranteed Annual Flat Fee Payment	\$ _____
Year 3 Guaranteed Annual Flat Fee Payment	\$ _____
Year 4 Guaranteed Annual Flat Fee Payment	\$ _____
Year 5 Guaranteed Annual Flat Fee Payment	\$ _____
Year 6 Guaranteed Annual Flat Fee Payment	\$ _____
Year 7 Guaranteed Annual Flat Fee Payment	\$ _____

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Note: Parks anticipates an increase in the second year's Permit fee and a further increase in the fee for each subsequent operating year. Parks strongly encourages an increase of **at least** 5% between operating years.

SOLICITATION B219-NS 2107

Operation and Management of a Newsstand Callahan-Kelly Playground, Brooklyn

Bids Due: Monday, July 30, 2018 @ 3:00 p.m.

Additional Information

This form should be completed by Bidder and submitted with the bid fee offer form. Any additional information should be typed on both sides of 8 1/2" x 11" paper. Bidders are encouraged to submit more detailed information along with this form. All submissions become the property of Parks.

NAME: _____, _____, _____
Last First M

COMPANY NAME (if applicable) _____ EIN # _____ - _____ - _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: *You should provide at least **two (2)** numbers at which we will be able reach you.*

BUSINESS () _____ CELL PHONE () _____

HOME () _____ FAX () _____

OTHER () _____ *(If this line is completed, please indicate a contact person or explain further):* _____

EMAIL: _____

Briefly describe intended repairs and/or capital improvements: _____

(CONTINUED ON NEXT PAGE)

List all permits, licenses, leases, and franchises issued by the city or state agencies held by you.

<u>Description</u>	<u>Expiration</u>
<u>Date</u>	
NY State Sales Tax ID: (Not SSN or EIN) _____	_____
EIN Tax I.D. Number: (if applicable) _____	_____

Have you operated at this park previously? Yes No

If yes, describe the concession(s):

List all current Park Permits held by you and/or any entity you control:

Are you a veteran? Yes No _____

Briefly describe your experience and qualifications:

I certify that additional pages attached to the bid form are printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the Bid Instructions.

I certify that all statements on this form are true to the best of my knowledge.

Print Name/Company

Signature

Date

EXHIBIT A: PAID SICK LEAVE LAW CONCESSION AGREEMENT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Concessionaires of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

The Concessionaire agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. The Concessionaire further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

The Concessionaire must notify the Concession Manager in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, the Concessionaire must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of the Concessionaire. The Concessionaire is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Concessionaire can get more information about how to comply with the PSLL. The Concessionaire acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

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

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

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

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

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

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

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

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

Exemptions and Exceptions

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

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

Retaliation Prohibited

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

Notice of Rights

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

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

Records

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

Enforcement and Penalties

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

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

More Generous Policies and Other Legal Requirements

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