



Request for Proposals

Catering Services

Picnic House

April 15, 2019

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Introduction, Goals, and Timeline

The Prospect Park Alliance (hereinafter “PPA”) requests your proposal for catering services at the Picnic House in Prospect Park. PPA seeks multiple experienced caterers (hereinafter “Caterers”) with outstanding credentials in catering, a dedication to quality, and an ability to market the Picnic House to their client bases and potential renters. The revenue generated from rentals at the Picnic House is instrumental in helping to support the PPA mission; to sustain, restore and advance Prospect Park to benefit the diverse communities served, in partnership with the City of New York.

PPA is seeking a preferred relationship for the Picnic House to add multiple caterers to the existing list of 3 non-kosher caterers and 2 kosher caterers. The existing list was formed in spring of 2018. PPA is seeking additional caterers to increase the appeal of the venue and to diversify the existing list to serve a broader range of renters. PPA welcomes proposals from non-kosher and kosher caterers.

PPA invites you to a Bid Meeting and Tour at the Picnic House in Prospect Park (directions are included as a separate attachment) on Monday April 29 to tour the facility, review this Request for Proposal (hereinafter “RFP”) and ask questions. Please limit your group to no more than three individuals for this meeting. Attendance at the Bid Meeting and Tour is highly suggested, and an RSVP is required if you plan to attend. RSVP to enewman@prospectpark.org.

PPA has identified the following critical dates:

Bid Meeting and Tour:	Monday April 29 at 1pm (RSVP required)
Written Questions due:	Thursday May 2 by end of day
Bids due:	Friday May 10 by end of day
Short List Notification:	Wednesday May 15
Oral Interviews for Bidders:	Tuesday May 21
Contract Award:	Late May/Early June

Terms

Proposers should be aware that PPA has a concession license agreement with NYC Parks (the "Concession Agreement"). In accordance with the Concession Agreement, the proposer(s) selected by PPA will operate pursuant to a sublicense with PPA. A copy of the Concession Agreement is available for download at www.prospectpark.org. In the event of a conflict between the terms of the sublicense agreement and the Concession Agreement, the Concession Agreement will control. For additional terms please see page 10.

Background & History

Designed by Frederick Law Olmsted and Calvert Vaux in the mid-nineteenth century, Prospect Park is one of Brooklyn's most treasured destinations and a national landmark. The Park attracts more than ten million visits each year.

The Prospect Park Alliance is a nonprofit organization founded in 1987 to restore and maintain Prospect Park after a long period of steady deterioration and decline. PPA preserves the natural environment, restores historic design and provides public programs and amenities for the Park.

The Alliance plays a significant role in funding the operating budget that keeps the Park clean, safe and beautiful, and employs three-quarters of the staff that take care of the Park and engage its diverse surrounding communities. Today, Prospect Park is an international model for urban parks, and one of the premier green spaces in the United States.

The Picnic House

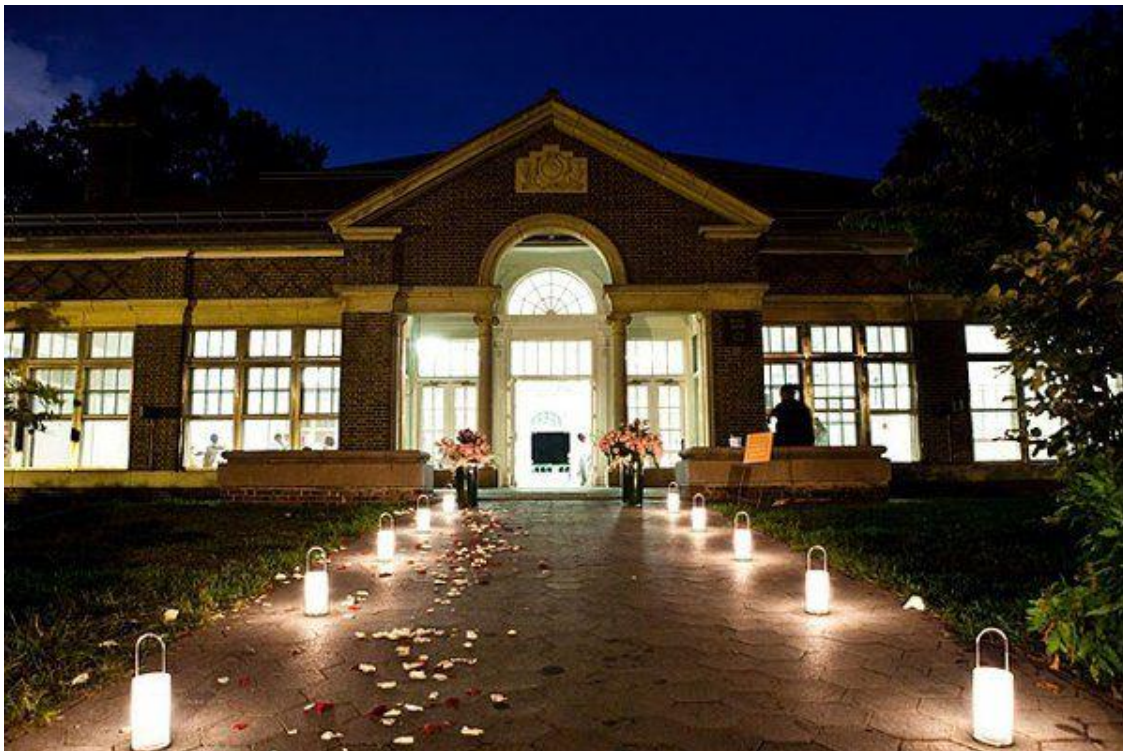
The Picnic House is a unique space in Prospect Park that can accommodate up to 175 guests for a seated dinner and 240 for a cocktail party. The Picnic House features a wood burning fireplace, outdoor space for cocktails and ceremony, and air conditioning. The lower level of the building has a small room that is frequently used as a green room or bridal suite. Wedding ceremonies can take place on the lawn outside of the Picnic House. Use of this space is included in the rental fee of the Picnic House. It is important to note that the lawn is public space and cannot be screened, tented or sectioned off for private use.

The Picnic House is available for rental during the day and in the evening. The space is generally not utilized for public programming (except for a weekday camp program from 8am-3:30pm between late June and mid-August) and is rented for eight-hour blocks of time including set up and breakdown. Tables and white garden chairs for up to one hundred and seventy-five guests, wood for the fireplace, an upright piano, podium, privacy screens, coat racks and hangers are all included in the rental fee.

Picnic House	
Space	Square Footage
The Picnic House	3,720
Outside Balcony	171
Lower Level Green Room	140
Prep Space	26.5



Picnic House set for a wedding



Picnic House entrance



Ceremony on the lawn outside of the Picnic House

Picnic House Clientele

The Picnic House attracts a wide range of renters who reflect the diversity of Brooklyn. Many renters favor DIY approaches to their events while others have larger budgets. Renters often request food that reflects their cultural backgrounds, which might mean everything from Korean to Caribbean American to Halal food. One major unifying theme for renters is Prospect Park – many of them live nearby, grew up going to the Park, and some even met and got engaged in the Park.

Rental Policies and Rates

Venue Fees for the rental of the Picnic House are reflected below. Venue Fees are kept in their entirety by PPA.

Picnic House			
	Tues-Thurs	Sat	Fri & Sun
November -March	\$3,000	\$5,000	\$4,000
April-October	\$4,000	\$6,500	\$5,500

Not for profit organizations receive discounted Venue Fees that vary based on day of week and time of year.

Picnic House Policies:

- Rentals are based on eight hour blocks of time (Clients are permitted to drop off event items one hour prior to their contracted eight hour time block at no additional charge.)
- Broadway Party Rental is the current exclusive rental company for the Picnic House. PPA reserves the right to change this relationship at any time at its discretion.
- Amplified sound is not permitted outside.
- Tenting on park grounds is not permitted with the exception of a small tent if caterer is grilling outside.
- For all rental events, the Alliance will provide a Picnic House Manager as well as staff for security, maintenance and wayfinding.

Event History

Event history by month for the Picnic House is illustrated in the chart below.

Picnic House Rentals				
			Full price events	Non profit events
2017				
	January		1	1
	February		1	0
	March		2	1
	April		8	2
	May		9	3
	June		7	4
	July		3	0
	August		2	2
	September		9	2
	October		13	3
	November		9	1
	December		6	0
2017 TOTAL			70	19
2018				
	January		1	3
	February		2	1
	March		4	0
	April		3	4
	May		7	3
	June		5	2
	July		2	0
	August		7	4
	September		9	3
	October		11	1
	November		5	0
	December		4	1
2018 TOTAL			60	22

Events Booked for 2019 and 2020

The Picnic House has 50 events booked for 2019 that are contracted with the current caterers. At this point, there are 15 events booked for 2020. PPA will continue to book the space with the Caterers that are currently on the preferred list for future dates until new caterers are selected and added to the existing rental contract (signed by PPA and the renter).

PPA Internal Events

PPA hosts park-related internal events at the Picnic House. In recent years, PPA has hosted roughly ten events at the Picnic House that require food and beverage. PPA may make its own catering arrangements for these events, or may negotiate terms with the caterers selected under this RFP. Receptions, staff meetings and membership events are examples of the types of events PPA has held at the Picnic House.

Prep Area

The Picnic house has a very small prep space (26.5 square feet) that is mainly used as a water source for catered events.

Parking and Transportation

Limited free public parking is available at the Litchfield Villa lot, a short walk from the Picnic House. In addition, renters receive ten vehicle permits that allow drivers (including vendors and deliveries) to park in the lot adjacent to the Picnic House. The NYC Subway's 7th Avenue (F and G lines) and Grand Army Plaza (2 and 3 lines) stops are within 8-15 minute walks of the Picnic House.

Responsibilities

Each party's responsibilities are as follows.

	Caterer	PPA
Provision of all food and beverage services as outlined in this document	X	
Provision of staff to facilitate food and beverage services as outlined in this document	X	
Response to all client inquiries on a timely basis	X	X
Promotion of venue as an event space	X	X
Touring potential event clients at venue		X
Facilitating all event needs including tent rental, china, glass and silver,	X	
Liquor license provision (on a day permit basis)	X	
Clean up and removal of trash following events	X	
Insurance as outlined below	X	
Repairs and maintenance to building, plumbing, and electrical unless caused by Provider negligence		X
Public common area maintenance including window washing, re lamping, and ceiling maintenance		X
Utilities		X
Security for special events, wayfinding and janitorial services		X
Maintenance of calendar system and reservation book for events		X

Terms, continued

Proposers should be aware that PPA has a concession license agreement with NYC Parks (the "Concession Agreement"). In accordance with the Concession Agreement, the proposer(s) selected by PPA will operate pursuant to a sublicense with PPA. A copy of the Concession Agreement is available for download at www.prospectpark.org. In the event of a conflict between the terms of the sublicense agreement and the Concession Agreement, the Concession Agreement will control.

Financial Relationship: Caterers will be considered independent contractors with respect to PPA and will pay a 10% commission percentage to PPA on gross food and beverage sales.

Term and Termination: The contracts are expected to commence in summer of 2019 and will end on March 31, 2021 with an option to extend for an additional two years. The contract allows the caterer the ability to book events during the term. PPA understands that some bookings will require fulfillment after the end of the contract term, and that will be permitted. Caterers will be responsible for all losses and damages to the facility resulting from their default, failure, or negligence during event fulfillment.

Early Termination: Either party may cancel the agreement by giving ninety days' notice of its intention to do so. PPA may cancel this agreement, with cause, at any time, by giving Caterer thirty days' notice of default and thirty days' notice of termination should such default not be cured.

PPA operates the Picnic House under a License Agreement with the NYC Department of Parks & Recreation (hereinafter "Parks"), under the terms of which Parks may terminate its agreement with PPA at will on thirty days' notice. In the event of such termination by Parks, PPA may cancel its agreement with the Caterer, at will, on twenty days' notice. (The Caterer will be allowed to fulfill existing contracts following the date of termination.)

Internal Catering Pricing: PPA is interested in receiving internal catering (catering paid for directly by PPA) that is provided at discounted prices. PPA looks to Caterer to suggest a discount level which might be either a percentage discount or a cost-plus structure. In the case of a cost-plus arrangement, cost shall be defined as direct costs including food and beverage, direct on site labor and other direct costs such as linen rental or flowers. Costs specifically excluded are any allocations for administrative and general overhead or for corporate level supervision. Internal events that are discounted or subject to the cost-plus-percentage formula are not commissionable. Discounted internal pricing is not a requirement of this RFP.

Insurance: Specific insurance requirements will be a part of the contractual agreement between the caterer and PPA. These requirements will include, but not be limited to, the following: caterers will be required to provide at their own expense commercial comprehensive general liability insurance (including public liability); such liability insurance shall include coverage for Operations-Premises Liability, Liquor Law Liability, Products Liability, Bodily Injury, Personal Injury, Property Damage of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate of all such occurrences in any policy year; Caterers will also be required to maintain insurance coverage for all employees as required by New York State or other applicable law (worker's compensation, employer's liability, and disability coverage); Insurance provided may be met by a combination of primary, excess, or umbrella policies; Insurance carriers must have a rating of "A" or better by AM Best, and PPA and the City of New York shall be named as additional insureds.

Caterers will be required to provide at their own expense commercial automobile liability insurance in the amount of \$1,000,000 each accident for accidents arising out of ownership, maintenance or use of any owned, non-owned or hired vehicles.

Alcoholic Beverages: In order to be compliant with the NY State Liquor Authority, PPA will allow caterers that do not have a full liquor license to let their clients purchase beer, wine or cider; hard alcohol will not be permitted. (The client must also file for a Special Events Permit.) Caterers with a full

liquor license that can file for a Caterers Permit must purchase alcohol for events from a wholesaler as required by the SLA.

Marketing: PPA is seeking caterers that are able to drive sales and support PPA's marketing efforts for the space. PPA expects that each of the caterers will participate in any open houses organized by PPA, market the Picnic House on their websites, and work collaboratively to maintain the space for event use. PPA staff will be the main point of contact for booking the venue.

Trash and Garbage: Caterers are responsible for the removal of all garbage from events. There is a dumpster available on-site. Oils, grease, fats and viscous liquids must be taken off site and disposed of by the caterer.

Janitorial and Cleaning: Caterer is responsible for cleaning of all spaces immediately following a catered event.

Utilities: Utilities will be provided by PPA at no charge.

Personnel: All personnel must be neatly attired in uniforms approved by PPA. All culinary personnel must wear hair restraints and gloves while serving food. All personnel must meet standards of conduct required for PPA personnel. PPA will, at its discretion, require background checks for event managers, sales staff, or other personnel who require independent access to the Picnic House. PPA has the right to request replacement or re-assignment of staff who do not meet its standards of conduct or customer service requirements.

Caterer Reporting: The Caterers will submit to PPA within 15 days after the end of each month a commission statement certified as current, accurate, and complete by caterer's CFO or other executive employee. Commission statements must be accompanied by final client invoices and a check made payable to PPA. Caterers must agree to supply information in a format and on a timeline as specified by PPA.

Records: Caterer shall keep accurate and complete records of all revenues in connection with the operations of the Picnic House. Invoices and other pertinent records, including the utilization of event management point-of-sale software and sequentially pre-numbered event contracts and invoices that are recognized under typical accounting and industry practices shall support such revenues. This information shall be available for ten years subsequent to the Caterer's fiscal year for inspection by PPA during regular working hours and shall be subject to audit by PPA, Parks or the City or its agents at any reasonable time. If under-reporting is uncovered, the Caterer will be responsible for covering any costs associated with the audit.

Good Standing and Permits: Caterer is required to represent and warrant that it is in good standing in the state of its incorporation, and is in good standing and qualified to do business in the state of New York. Caterer shall provide copies or other evidence thereof to PPA upon request. Caterer shall acquire, post, and maintain for the life of the contract, in an approved location, all licenses, permits, and other legal documents required by local, county, state, or federal governmental units, including those pertaining to labor. Caterer is expected to adhere to all local, state, and federal labor laws.

Emergencies: Caterers shall immediately notify PPA in the event of fire or other emergency by calling the emergency telephone number. Caterers shall develop a site specific emergency plan that trains all employees to respond to fire, civil defense, bomb threats, evacuations, and other emergencies.

Caterers will give prompt written notice of any fire or other damage occurring to the premises and a copy of all notices received by the Caterer of any claim for bodily injury occurring within the building to a designated PPA representative. In addition, the Caterers are required to give prompt notice of any injury sustained by any of its employees, agents, clients, or clients' guests.

Restrictive Covenant: Neither PPA nor Caterer may hire each other's employees for a period of one year following separation unless prior written consent is obtained.

Smoking on PPA Property: Smoking of any tobacco product or electronic cigarette is strictly prohibited at the Park except in parking lots or on sidewalks along the park perimeter. Caterers shall adhere to and enforce this policy.

Americans with Disabilities Act ("ADA") Compliance: Caterers shall be required to comply with the ADA as applicable. Caterers shall comply with all City, State, and Federal requirements to provide safe and accessible events for everyone, including persons with disabilities. Caterers are encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

Proposal Requirements & Evaluation

Your proposal should indicate the individual(s) having authority to contractually bind your company and the name and contact information for the person to be contacted during the evaluation of proposals.

EVALUATION AND SELECTION PROCEDURES

Proposals will be evaluated by a selection committee composed of a minimum of three PPA employees and by independent (non-government employed) professionals with relevant expertise. Contracts will be awarded to proposers whose submissions the selection committee judges best overall based on the criteria listed below.

PROPOSAL EVALUATION CRITERIA

In evaluating proposals for the Picnic House, the Selection Committee will use the following criteria based on the required sections outlined below:

	Section	
1	Corporate organization, Relevant Experience, and Resources	60%
2	Sales and Marketing	40%

Please organize and tab your proposals in the following sections:

1. **Relevant Experience, Corporate Organization, and Resources:** (A) Please provide a brief history and background of your company and any recent or planned staffing or resource changes. (B) Please describe your approach to food, collaborating with clients, and executing events. (B) Include two year history of profit and loss statements and balance sheet. (C) Provide a brief history of exclusive and preferred accounts. (D) Provide the number of full service catered events executed in Manhattan, Brooklyn and the surrounding areas for the calendar years of 2017, 2018, and 2019 year to date along with sales for those years. (E) Please provide references for three to five similar accounts.

2. **Sales and Marketing:** (A) Share your experience in marketing other venues. Provide a top level marketing plan outlining methods to drive catering sales to the Picnic House along with a timeline. Include information on how the Picnic House will be represented on your website or other promotional materials, and a timeline for putting those plans into place. (B) Provide details on any existing client relationships with corporations, churches or temples, non-profits, or schools and how you would steer their business to the Picnic House. (C) Provide sample priced catering menus for a mid-range buffet dinner for 150 and a mid-range seated dinner for 125 at the Picnic House. In your sample proposals please separate out costs for administration, standard rentals (the Picnic House provides 20 60" round tables and 175 wood garden chairs to clients included with the rental), staffing, food, non-alcoholic beverages, and a premium bar. (C) Provide information on sales staff and personnel assigned to the

Picnic House. Indicate staffing methods and sources for catered events. Discuss whether you anticipate using an agency or in-house staff.

3. Financial: Provide (A) Sales Projections: Please provide detailed sales projections for the second and third years (2020 and 2021) of operation and explain how revenues are estimated. Keep in mind that while the contract term ends in March of 2021, events might be fulfilled beyond that date. Provide an estimate of the number of rental events, guest count, and anticipated food and beverage expenditure in support of your sales projections.

Proposals will be assumed to incorporate the terms, provisions, and specifications of the Request for Proposal unless the Provider clearly describes any deviation in the proposal.

3 hard copy proposals (required) should be sent to:

Elyse Newman
Assistant VP of Visitor Services, Prospect Park Alliance
95 Prospect Park West, Brooklyn 11215

All proposals must arrive in sealed envelopes no later than **Friday May 10 by end of day**. Please also submit one electronic version of your proposal in PDF format to Elyse Newman at enewman@prospectpark.org. Each proposal should be contained in a single PDF file, including all required attachments. If file is too large to email, you may alternately send a file link (e.g. Dropbox, Google Docs, Hightail) to enewman@prospectpark.org.

Questions

Questions will be answered during the bidders meeting on Monday April 29. Following the bidders meeting additional questions may be submitted electronically by Thursday May 2 to:

Elyse Newman
enewman@prospectpark.org

All questions submitted by bidders will be reproduced, answered and distributed to all bidders.

End of RFP document

The Picnic House

in Prospect Park

Prospect Park Picnic House: Inside Prospect Park, behind Litchfield Villa (95 Prospect Park West, between 4th and 5th Street, Brooklyn 11215)

The path to the right of Litchfield Villa will take you directly to the Picnic House. Limited parking is available at Litchfield Villa. If you park in the lot, walk up the wooden stairs located in the middle of the lot, turn right and follow the path, which will take you directly to the Picnic House.

From the Manhattan Bridge: Drive to the end of the bridge and continue along Flatbush Avenue to Grand Army Plaza. *Bear right onto Prospect Park West. Continue to Litchfield Villa.

From BQE West (Queens and Long Island): Exit at Tillary Street. Make the first (legal) left turn onto Flatbush Avenue. Continue on Flatbush Avenue to Grand Army Plaza. (follow above from*)

From BQE East (Verrazano Bridge and Belt Parkway): Exit at 38th Street, turn left at the first traffic light onto 4th Avenue and turn right onto 3rd Street. (follow above from *)

2 or 3 train: To Grand Army Plaza. Walk along Plaza Street West to Prospect Park West; continue along the Park to Litchfield Villa.

F or G train: To 7th Avenue Station at 9th Street. Walk uphill along 9th Street to Prospect Park West, turn left and continue along the Park to Litchfield Villa.

On the day of the event, the House Manager may be reached at (718) 965-6547 or (347) 885-0594.

