

# BROOKLYN BRIDGE **PARK**®

## **REQUEST FOR PROPOSALS Pier 5 Food and Beverage Concession with an option for up to Two (2) Mobile Food Units**



Release of RFP:  
Information Session and Site Visit:  
Last Day to Submit Questions:  
Answers to Questions Posted on City Record:  
Proposals Due:

September 19, 2019  
September 30, 2019 at 10:00AM EST  
October 7, 2019  
October 11, 2019  
October 28, 2019 at 3:00PM EST

**Table of Contents**

<b>I. Description of Opportunity</b> .....	<b>1</b>
<b>II. RFP Timeline</b> .....	<b>1</b>
<b>III. RFP Project Manager</b> .....	<b>1</b>
<b>IV. Pier 5 Description</b> .....	<b>1</b>
<i>Brooklyn Bridge Park Visitorship</i> .....	2
<b>V. Concession Description</b> .....	<b>2</b>
<b>VI. Project Components</b> .....	<b>4</b>
<i>Operational Plan</i> .....	4
<i>Hours and Days of Operation</i> .....	4
<i>Representative Menu</i> .....	4
<i>Internal Controls</i> .....	4
<i>License Term</i> .....	4
<i>Operating Permits and Authorizations</i> .....	4
<i>DOHMH Letter Grades</i> .....	5
<i>Alcoholic Beverages</i> .....	5
<i>Staff</i> .....	5
<i>Maintenance</i> .....	5
<i>Waste and Recycling Removal</i> .....	5
<i>Pest Control</i> .....	5
<i>Signage &amp; Advertising</i> .....	5
<i>Naming of the Concession</i> .....	6
<i>Utilities</i> .....	6
<i>Drought &amp; Water Conservation Issues</i> .....	6
<i>Environmental Considerations</i> .....	6
<i>Community Relations</i> .....	6
<i>Identification &amp; Address</i> .....	6
<i>Access to Premises</i> .....	6
<i>Music &amp; Sound Levels</i> .....	6
<i>Security Deposit</i> .....	7
<i>Insurance</i> .....	7
<i>Indemnification</i> .....	7
<i>Taxes</i> .....	7
<i>Tobacco Products/Non-Tobacco Smoking Products/ Electronic Cigarettes</i> .....	7
<i>Financial Reporting</i> .....	7
<i>Marketing/Sponsorship</i> .....	8
<b>VII. Capital Improvements</b> .....	<b>8</b>

<i>ADA Compliance</i> .....	8
<i>Permits, Licenses &amp; Approvals</i> .....	8
<i>Certificate of Occupancy</i> .....	8
<i>Available Plans</i> .....	8
<b>VIII. RFP Process/Proposal Procedure</b> .....	<b>8</b>
<i>Recommended Information Session and Site Tour</i> .....	8
<i>Proposal Submission Instructions</i> .....	9
<i>Proposal Submission Requirements</i> .....	9
<i>Proposal Content Guidelines</i> .....	10
<i>Evaluation and Selection Procedures</i> .....	11
<i>Other General RFP Requirements &amp; Conditions</i> .....	11
<b>Exhibit A</b> .....	<b>13</b>

## **I. Description of Opportunity**

Brooklyn Bridge Park Corporation d/b/a Brooklyn Bridge Park (“BBP”) issues this Request for Proposals (“RFP”) seeking proposals to fit out, maintain, and operate a food and beverage concession of premium quality at a concession space on Pier 5 (the “Concession”) in Brooklyn Bridge Park (the “Park”).

BBP is a not-for-profit corporation, responsible for planning, constructing, maintaining, and operating the Park, an 85-acre, sustainable, waterfront park stretching 1.3 miles along Brooklyn’s East River shoreline. BBP’s mission is to create and maintain a world-class park as a recreational, environmental, and cultural destination for residents of, and visitors to, New York City. BBP operates under a mandate, embodied by its General Project Plan, to be financially self-sustaining, which includes the activation of certain development sites within the project’s footprint.

The renaissance that Brooklyn has experienced over the past decade is nowhere more evident than in the innovative and energetic restaurant scene and food culture that have come to be one of the borough’s defining characteristics. Brooklyn food culture is on the cutting edge of many national trends featuring local, organic, and fresh ingredients prepared using both time-tested and unique methods.

The Pier 5 concession offers a unique opportunity to cater to a wide variety of customers from a location adjacent to sports fields, a picnic area, and a marina. BBP is seeking a concessionaire (the “Concessionaire”) who will operate and maintain the Concession at the highest standards of design and offerings, making a significant improvement to the quality and ambience of the Park.

The Concessionaire will be responsible for all aspects of the Concession, including the design, implementation of capital improvements (if any), installation of equipment, maintenance, and operation, pursuant to a license agreement with BBP. The initial term will be for ten (10) years, with one three-year renewal option granted at BBP’s sole discretion.

## **II. RFP Timeline**

Proposers should refer to the “Project Components,” “RFP Process/Proposal Procedure,” and “Other General RFP Requirements & Conditions” sections of this RFP for proposal submission requirements.

The following schedule has been established for this RFP:

Release of RFP:	September 19, 2019
Information Session and Site Visit:	September 30, 2019 at 10:00AM EST
Last Day to Submit Questions:	October 7, 2019
Answers to Questions Posted on City Record:	October 11, 2019
Proposals Due:	October 28, 2019 at 3:00PM EST

## **III. RFP Project Manager**

The Project Manager for this RFP is Jamie Warren. All proposal questions and/or inquiries must be directed to her.

Name:	Jamie Warren
E-mail address:	<a href="mailto:jwarren@bbp.nyc">jwarren@bbp.nyc</a>
Phone:	(718) 650-5932

## **IV. Pier 5 Description**

Pier 5 opened in November 2012 and quickly captured the hearts of Brooklynites of all ages, with three outdoor, multi-purpose, recreation fields; two play areas; and the Park’s largest picnic area.

Pier 5 has over 200,000 square feet of synthetic turf playing fields used for soccer, lacrosse, rugby, field hockey, flag football, and ultimate frisbee. The use of the fields is permitted from March through November for league play, drawing hundreds of people throughout the week. The St. Francis College men’s and women’s soccer teams use the fields for their home games.

Pier 5 also features two play areas suitable for older and younger children, and a fishing area equipped with bait preparation tables and cleaning stations. The perimeter contains a 30-foot-wide promenade with magnificent views of lower Manhattan, Governors Island, and New York harbor.

The Picnic Peninsula allows park visitors to enjoy a fresh-cooked meal on Hibachi-style grill tops, gather at picnic tables made of salvaged wood, or relax under wind and weather resistant umbrellas. The Picnic Peninsula is the Park's largest picnic area and is 620 feet in length.

In the Fall of 2017, the Pier 5 uplands were opened, with a landscaped berm, a large viewing lawn, a gravel area with seating, and public restrooms. Recently, BBP opened its first visitor center where patrons can learn more about the history of the Brooklyn waterfront and the design and construction of the Park.

The Park is accessible by several subway lines: the A/C at High Street, the 2/3 and 4/5 at Borough Hall, the 2/3 at Clark Street, the F at York Street, and the R at Court Street. Bus routes B25, B61, B63, B67 stop by the Park. Fulton Ferry Landing is served by the NYC Ferry, Water Taxi, and Circle Cruise Lines.

Brooklyn Bridge Park Visitorship

<u>Year</u>	<u>Weekly Average of Parkwide Visitorship</u>	<u>Weekly Average of Visitors Entering at Piers 5 &amp; 6</u>	<u>Percentage of Visitors Entering at Piers 5 &amp; 6</u>
2017 Summer Season	246,307	6,161; 6,424	8%; 7% (10% on weekends)

Surrounding Neighborhood

Brooklyn Bridge Park abuts some of Brooklyn's most desirable and historic neighborhoods, including DUMBO, Brooklyn Heights, Cobble Hill, and Carroll Gardens.

The tree-lined streets of Brooklyn Heights, Cobble Hill, and Carroll Gardens are full of picturesque 19th Century brownstone townhouses. In fact, Brooklyn Heights was the first historic district designated by the NYC Landmarks Preservation Commission. These neighborhoods have become extremely attractive to families, and the mix of good schools and well-tended parks has made them some of the most child friendly destinations in Brooklyn. In addition, the emergence of Montague, Court, and Smith Streets as diverse and dynamic commercial corridors filled with a mix of restaurants and boutiques has added to the vibrancy and energy of these neighborhoods.

Over the past decade, DUMBO (Down Under the Manhattan Bridge Overpass) has emerged as a new residential and commercial enclave in a formerly industrial district along the Park's northern edge. DUMBO's mix of high-ceilinged converted residential lofts, artist studios, creative professional office space, unique shops and restaurants, and charming cobblestone streets created an exciting arts, commercial, and residential district.

The Park is also located in walking distance to the Downtown Brooklyn business district, providing access to New York City's third largest daytime population and a major transportation hub.

**V. Concession Description**

The Pier 5 concession space is a prefabricated concrete building on Pier 5 (the "Premises"). The Premises comprises approximately 450 square feet of kitchen/service area with two sliding glass customer windows, a three-compartment sink, an employee restroom, and a small storage room. The building has electric, gas, water, sewer, and Verizon high-speed internet service. The building has a green roof and an exterior façade wrapped in salvaged longleaf yellow pine. It is located at the western terminus of Joralemon Street, adjacent to the Pier 5 sports fields, picnic peninsula, and marina. In addition, the Concessionaire may elect to operate up to two (2) mobile food units in the Park, subject to BBP's prior written approval. If mobile food units are approved, the Concessionaire will be required to store them nightly in accordance with a plan approved in writing by the New York City Department of Health and Mental Hygiene ("DOHMH"), either (a) inside the Premises or (b) at a commissary licensed by DOHMH.

Utilities Serving the Premises

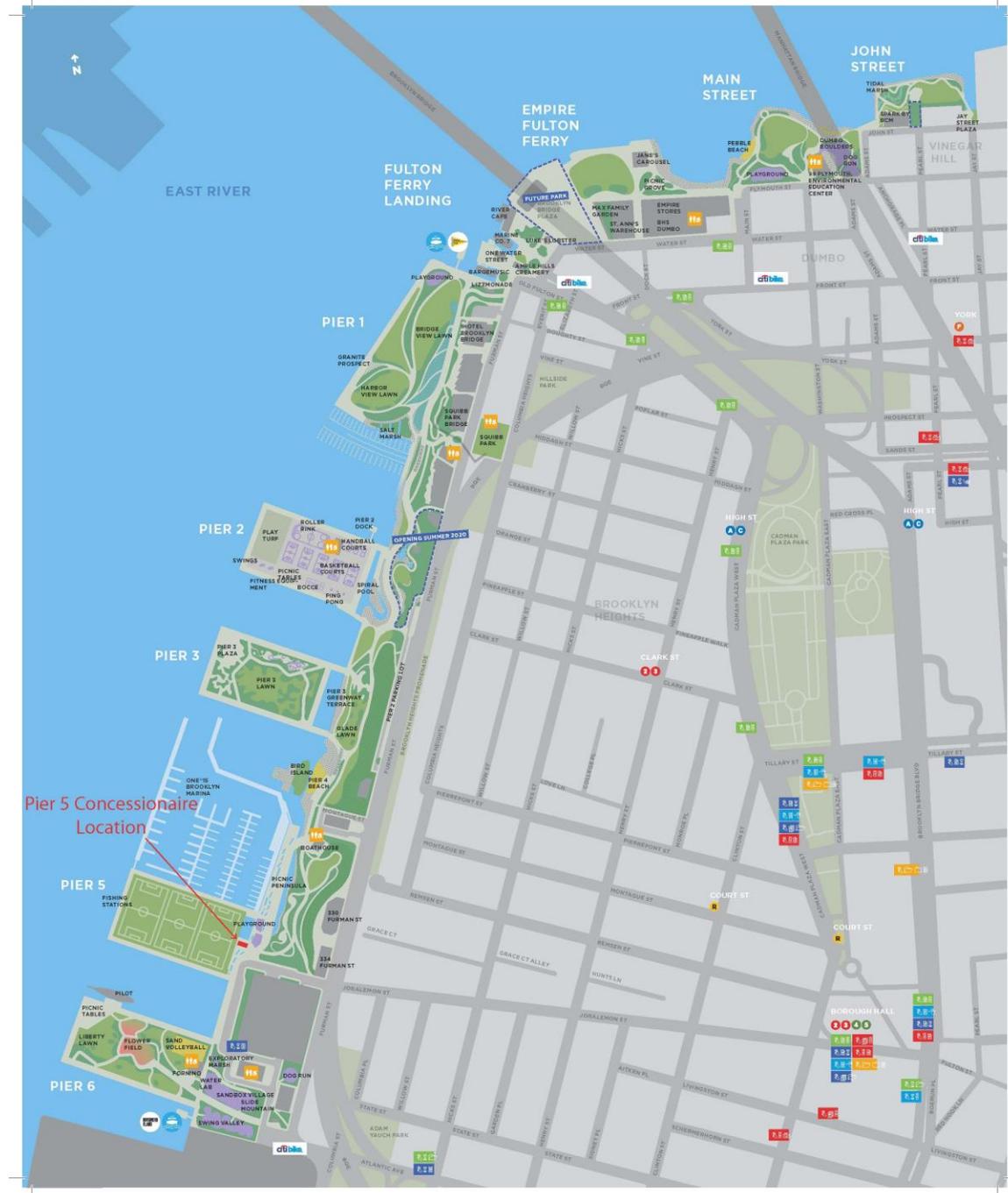
Electric – a single 100-amp panel with dedicated Con Edison meter and service disconnects.

Sewer – a 3” sanitary sewer line from Joralemon Street, exiting to an ejector pit on the south side.

Water – a 2” main serviced by a shutoff curb key, located on the south side of the building.

Telecom – Verizon Fios® high-speed internet and phone.

Gas – a single gas line.



### Historic Concession Data

Since 2013, the current concessionaire has operated seven days a week (weather permitting), from approximately April to November. From 2013 through 2018, the current concessionaire generated an average of \$342,470.83 per year in gross receipts, with an average annual increase of 12.68 percent. In 2018, the current concessionaire generated \$390,109 in gross receipts

## **VI. Project Components**

### License Agreement and Term

The Concession will operate pursuant to a license agreement issued by BBP. The initial license term will be for 10 years, with one three-year renewal option granted at BBP's sole discretion. No longer-term license will be considered. Term years will run from January 1 through December 31. The initial term year may be prorated if necessary. The Concessionaire will be responsible for all costs associated with the Concession, including, but not limited to insurance, utilities, ongoing maintenance, security, and capital repairs.

### Operational Plan

The Concessionaire will be required to fit out, operate, and maintain the Concession, which should enhance the ambience of the Park and surrounding area and provide a convenient service to the public.

Proposers must submit a detailed structure and operational plan for the Concession. This plan should include, but not be limited to, intended use of the Premises, access and security strategy, hours of operation, services to be provided, a representative menu, and any sustainable or energy-efficient elements.

### Hours and Days of Operation

The Concession may be operated only during Park hours (6:00 AM to 1:00 AM daily). BBP will view favorably proposals that have a seven-day operation during the summer months. All hours of operation are subject to BBP's prior written approval. Proposers must indicate the hours and days of operation, including any proposed seasonal adjustments.

### Representative Menu

Proposers must submit a representative menu in their proposals that demonstrates quality, variety, and affordability. BBP will view favorably proposals that complement rather than compete with nearby concessionaires and incorporate ethnically diverse and/or healthy food choices. All prices and menu items are subject to BBP's prior written approval.

All plans, schedules, services, menu items, prices and fees, and hours of operation are subject to BBP's prior written approval. Initial approved plans will be included in the license agreement and any changes to the plans are subject to BBP's prior written approval.

### Internal Controls

Throughout the term of the license agreement, the Concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to BBP. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. The Concessionaire will be required to also establish a dedicated bank account for all deposits related to the Concession's 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.

### Operating Permits and Authorizations

The Concessionaire will be required to obtain the appropriate permits and authorizations required by DOHMH or any other relevant governmental entity for its operations, including but not limited to food handling and mobile food units. In addition, any staff assigned by the Concessionaire to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate permits. Operating without all necessary permits may subject the Concessionaire

to fines and/or confiscation of merchandise and vending unit(s) and may result in termination of the license agreement.

#### DOHMH Letter Grades

Proposers should note that food service facilities of the Concession may become subject to a DOHMH 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:

<https://www1.nyc.gov/site/doh/services/restaurant-grades.page>  
<https://portal.311.nyc.gov/article/?kanumber=KA-01057>

#### Alcoholic Beverages

The sale or service of alcoholic beverages at or from the Premises is strictly prohibited.

#### 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. This includes an on-duty manager with overall site responsibility.

#### Maintenance

The Concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to fit out, operate, and maintain the Premises in good and safe condition and in accordance with industry standards, and to demonstrate to BBP's satisfaction, through a detailed maintenance plan, that they will keep and maintain the Premises in good and safe condition throughout the term of the license agreement. All signs and structures which must be kept in good condition and free of graffiti. Such maintenance shall include, but not be limited to, snow removal, rubbish removal, recycling, pest control, and security.

#### Waste and Recycling Removal

The Concessionaire will be required to properly bag and sort all waste and recycling generated by the operation of the Concession. BBP will remove properly bagged and sorted waste and recycling from the Premises according to a schedule mutually agreed by BBP and the Concessionaire. The Concessionaire will be charged a monthly fee equal to BBP's actual costs for providing this service, depending upon the amount of waste and recycling generated by the Concession. Based upon past concession activity, BBP estimates that this cost will range from approximately \$200/month to \$500/month, depending on the nature of the Concession.

#### Pest Control

The Concessionaire will be responsible for regular pest control inspections and extermination, as needed. To the extent that the Concessionaire applies pesticides to the Premises, the Concessionaire or any subcontractor hired by the Concessionaire shall comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.

#### Signage & Advertising

The Concessionaire 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 BBP. The display or placement of tobacco products, non-tobacco smoking products, or electronic cigarettes 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, shall be prohibited. Advertising of product brands is prohibited without BBP's prior written approval. Any and all signage is subject to BBP's prior 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 BBP's prior written approval. The Concessionaire will be prohibited from placing advertisements on the exterior of the Premises. The Concessionaire will be required to immediately remove,

at its sole cost and expense, any prohibited material displayed or placed at the Premises upon notice from BBP.

#### *Naming of the Concession*

Proposers should be aware that BBP may require that BBP own the portion of any new name selected by the Concessionaire for the Premises that indicates a relationship to the Park. BBP 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 BBP's property. BBP may not consider proposals that are contingent upon the use of any specific name. BBP reserves the right to approve of any name selected by the Concessionaire for the Concession.

#### *Utilities*

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 the Concession during the term.

#### *Drought & Water Conservation Issues*

The Concessionaire will be required to adhere to all New York City Department of Environmental Protection ("DEP") directives and restrictions regarding drought and water conservation issues during the term of the license agreement. Proposals must include any plans to employ methods and equipment which will conserve water, including any plans to regularly check for and remedy leaks in a timely fashion.

#### *Environmental Considerations*

All proposed operational plans must include a description of environmentally-friendly practices planned for the Concession. Practices may include, but are not limited to, the installation of Energy Star appliances, the employment of energy efficient and water conservation measures, the use of eco-friendly cleaning and pest control products, and the training of staff members about the importance of incorporating environmentally-friendly measures into daily operations. The use of non-compostable packaging or food containers, or glass containers, will be prohibited in the operation of the Concession.

#### *Community Relations*

BBP will view favorably proposals that demonstrate an awareness of the role of the Concession as an integral part of the surrounding community. BBP will view favorably proposals that show a commitment to cooperate with and support BBP and its partners and that enhance the overall public space experience.

#### *Customer Service*

BBP expects the Concessionaire to create and maintain a high-quality amenity for the public. BBP encourages proposers to propose customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in the proposal.

#### *Identification & Address*

The Concessionaire 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, the Concessionaire will be required to provide BBP with at least two (2) telephone numbers for contact purposes, and to notify BBP immediately of any changes to the address or phone number.

#### *Access to Premises*

The Concessionaire will be required to provide BBP and any City, State, or federal entity having jurisdiction with full access to the Premises to ensure compliance with the terms of the license agreement.

#### *Music & Sound Levels*

The Concessionaire will be required to comply with all laws, rules and regulations of appropriate agencies, specifically DEP, regarding noise levels, and the Concessionaire will be responsible for payment of any and all fees or royalties to ASCAP, BMI, or such other entity as they may require for such music or music programming. Any musical programming or other types of entertainment must be approved by BBP.

### Security Deposit

Upon execution of the license agreement, the Concessionaire will be required to submit a security deposit equal to 25% of the highest guaranteed minimum annual fee, which security deposit will be held by BBP for the duration of the term of the license agreement. If BBP uses any portion of the security deposit, the Concessionaire will be required to promptly replenish such amount upon notice from BBP. This security deposit shall be in the form of cash or other format approved by BBP.

### Insurance

The Concessionaire will be required to maintain Commercial General Liability insurance in at least One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate, and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance. The Commercial General Liability insurance will be required to name Brooklyn Bridge Park Corporation, the State of New York, Brooklyn Bridge Park Development Corporation, New York State Urban Development Corporation d/b/a Empire State Development Corporation, and the City of New York, together with their respective officials and employees (the "Additional Insureds"), as additional insureds with coverage at least as broad as the most recent edition of Insurance Services Office (ISO) Form CG 20 26.

If vehicles are to be used in connection with the Concession, the Concessionaire will be required to maintain, or cause to be maintained, 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 will be required to maintain "All-Risk" or "Special Perils" replacement cost value property insurance covering the Premises, with the replacement cost value determined by BBP. Such insurance shall be "occurrence" rather than "claims-made". Such insurance shall include coverage for, among other risks, damage cause by flooding. If for any reason it does not, the Concessionaire will be required purchase separate flood insurance. The Concessionaire's property insurance policy shall designate the Concessionaire as the named insured and the Additional Insureds as additional insured and Loss Payee, as their interests may appear.

Proposers are on notice that BBP may require other types of insurance and/or higher liability limits and other terms if, in the opinion of BBP, the Concession warrants it.

### Indemnification

The Concessionaire will be required to indemnify the Brooklyn Bridge Park Corporation, the State of New York, Brooklyn Bridge Park Development Corporation, New York State Urban Development Corporation d/b/a Empire State Development Corporation, and the City of New York, together with their respective officials and employees, for losses associated with the Concessionaire's operation of the Concession, pursuant to a provision to be included in the license agreement.

### Taxes

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 as against its sales.

### Tobacco Products/Non-Tobacco Smoking Products/ Electronic Cigarettes

Smoking of any tobacco products, or non-tobacco smoking products, or electronic cigarettes on the premises and the selling and/or advertising of such products is strictly prohibited. The Concessionaire will be required to adhere to and enforce this policy.

### Financial Reporting

Within thirty (30) days following the end of each month, the Concessionaire will be required to submit monthly statements of gross receipts from all categories of income in a format approved by BBP.

### Marketing/Sponsorship

The Concessionaire will be required to obtain the written approval of BBP prior to entering into any marketing or sponsorship agreement. If the Concessionaire breaches this provision, the Concessionaire will be required to take any action that BBP may deem necessary to protect BBP's interests.

### **VII. Capital Improvements**

The Concessionaire will be responsible for any and all capital costs associated with build-out, improvements, and ongoing maintenance of the Premises. BBP will view favorably proposals that include "green building" design elements and encourages the use of environmentally friendly products for all repairs and capital improvements.

### ADA Compliance

The Concessionaire will be required to comply with Americans with Disabilities Act ("ADA") and all City, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including but not limited to persons with disabilities. Proposers are encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

### Permits, Licenses & Approvals

If applicable, the Concessionaire will be responsible for obtaining all necessary permits, licenses and approvals from all City, State and Federal agencies having jurisdiction for the operation, maintenance and performance of all capital improvements at the Premises including, but not limited to, Department of Buildings ("DOB") construction permits, DOB Public Assembly Permits, DOB Certificate of Occupancy or Letter of No Objection, approval from the Public Design Commission, DOHMH permits, Fire Department ("FDNY") certificates, DEP permits, New York State Department of Environmental Conservation approvals, New York State Historic Preservation Office approvals, and New York City Landmarks Preservation Commission approvals. Additionally, all designs and construction to be performed on the structure shall be prepared by licensed architects or engineers and will require prior written approval from BBP, DOB, and FDNY. The Concessionaire will be required to provide BBP with all plans and specifications upon completion of the construction documents and "as-built" drawings upon completion of the work.

### Certificate of Occupancy

The Concessionaire will be required to operate and occupy the Premises in accordance with all applicable law and shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Premises, including any necessary Certificate(s) of Occupancy or Certificate of Completion. The Concessionaire will be required at all times to operate the Premises in accordance with the provisions of any required licenses or permits. In the event that, at the commencement date of the license agreement, the Concessionaire does not have a Certificate of Occupancy because one is not legally required, then the Concessionaire shall obtain a "Letter of No Objection" from the DOB. Furthermore, in the event that, at the commencement date of the license agreement, or at any time during the term of the license agreement, the Concessionaire does not have a Certificate of Occupancy, where required, and does not have a "Letter of No Objection", the Concessionaire may be permitted to conduct its operations in temporary structures that have been approved by BBP. The Concessionaire will be required to obtain any necessary licenses and permits for such temporary structures before the commencement of operations. However, if in such situation, the Concessionaire nonetheless chooses not to conduct such operations in temporary structures, then such operations will not be permitted to take place unless and until the Concessionaire has obtained the necessary Certificate(s) of Occupancy, if required, or "Letter(s) of No Objection." Nothing in this section shall limit the Concessionaire's obligation to pay license fees.

### Available Plans

BBP will make available copies of any applicable existing surveys and/or construction documents. A schematic showing the floorplan of the Premises is attached to and made part of this RFP as **Exhibit A**.

### **VIII. RFP Process/Proposal Procedure**

#### Recommended Information Session and Site Tour

There will be one recommended on-site proposer information session and site tour. The date and time of the meeting is September 30, 2019 at 10:00AM EST.

Those who wish to attend should RSVP by sending an email to [jwarren@bbp.nyc](mailto:jwarren@bbp.nyc) with the subject line "BBP Pier 5 Concession RFP". Location, directions, and additional information will be provided upon RSVP. Interested parties are strongly encouraged to attend this event.

Proposal Submission Instructions

Illustrations may be included. All plans are subject to BBP's prior written approval. The proposal will be evaluated on the basis of its content, not length.

Proposal must be submitted by e-mail in Portable Document Format (.pdf) to [proposals@bbp.nyc](mailto:proposals@bbp.nyc). The following information must be included in the subject line of the e-mail:

BBP PIER 5 CONCESSION RFP

This e-mail account will not be accessed until the submission deadline has passed – **DO NOT SUBMIT QUESTIONS TO THIS E-MAIL ADDRESS**. All questions should be directed to the RFP Project Manager.

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 proposals must be submitted by e-mail in Portable Document Format (.pdf) to [proposals@bbp.nyc](mailto:proposals@bbp.nyc).
2. All proposers must submit a proposal that includes a fee offer for each year of the term of the license agreement. At BBP's request, proposers shall submit documentation, satisfactory to BBP, demonstrating that it has the financial capability to pay the fees set forth in its proposal.
3. All proposals must be received by 3:00PM on October 28, 2019. 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 below.

A late proposal, received before proposals have been opened, may only be accepted and evaluated when BBP determines that it is in the best interests of BBP to do so. In such event, BBP may hold open the receipt of proposals by no more than three hours during which time no other competing proposal may be opened. Where BBP has determined that it is in the best interests of BBP to accept a late proposal, any other late proposal received during the period of extension shall be similarly accepted.

If, based on the above, a late proposal or modification is accepted and evaluated BBP will document the circumstances in writing and maintain such documentation as part of the concession file. If a late proposal or modification is not evaluated such proposal or modification shall be promptly returned to the proposer unopened and the proposer shall be notified of the reason for such action.

4. 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 are required to complete a Doing Business Data Form ("DBDF") and return it with this proposal and must do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a DBDF.) If BBP determines that a proposer has failed to submit a DBDF or has submitted a DBDF that is not complete, the proposer will be notified by BBP and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and

return a complete DBDF to BBP. 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.

New for 2018: Organizations which hold 10% or more ownership of the entity must now be reported. Beginning in January 2018, an entity must submit a DBDF that certifies whether one or more organizations own or control 10% or more of the entity. Until such a DBDF has been received by Doing Business Accountability, a DBDF submitted with a filing status of No Change will not be accepted. To determine if Doing Business Accountability has received such a certification from your entity, contact [doingbusiness@mocs.nyc.gov](mailto:doingbusiness@mocs.nyc.gov) or at 212-788-8104. Each proposer responding to this solicitation is required to complete (1) A Doing Business Data Form and (2) and a Background Questionnaire Form, found at:

<https://brooklynbridgepark.s3.amazonaws.com/p/5494/Background%20Investigation%20Questionnaire.pdf>

5. Proposers must acknowledge in writing the receipt of (any) addenda in their proposal submissions.

#### Proposal Content Guidelines

1. License Fee
  - The fee offer must state the highest sum the proposer is prepared to pay as an annual base fee, expressed as guaranteed annual minimum fee versus a percentage of gross receipts, whichever is greater. BBP urges that there be an escalation of at least three and a half percent (3.5%) per year (compounded annually) in the guaranteed annual minimum fee over the term of the license agreement.
2. Operating Experience
  - Proposers must submit a résumé or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise. Proposals must include the names and addresses of all corporate officers of the entity submitting the proposal.
  - Proposers must 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. 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.
3. Proposed Capital Investment, Improvements, and Design
  - Proposers must submit conceptual designs of the proposed Concession, including fit-out of the Premises, including dimensions, materials, equipment, photographs, and renderings. All final designs of the successful proposer must be approved by BBP and other pertinent agencies in writing before construction can commence.
  - Proposers must submit a detailed timetable describing all design, improvements, and capital work. This timetable should clearly outline all intended improvements and investments, the projected budget for these improvements, and the anticipated duration of each improvement. The timetable may use "phases" as a schedule. An approximate time frame for each phase should be included.
  - Proposers must submit a plan describing the extent to which proposed capital improvements and investments will take into account environmental considerations.
4. Planned Operations

- Proposers must submit a detailed operational plan for the Concession, including but not limited to intended use of the facility, hours of operation, and services to be provided.
- Proposers must submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- Proposers must include a comprehensive pro-forma income and expense projection for each year of the term. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- Proposers must submit a representative menu and price list that demonstrates quality, variety, and affordability.

5. Financial Capability

- Proposers must include a financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
- Proposers must identify the intended source of all funds proposed to be invested in the Concession.

Evaluation and Selection Procedures

Proposals will be evaluated by a selection committee composed of a minimum of three (3) BBP employees or board members and, possibly, staff of other relevant City agencies, based on the criteria listed below. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

In evaluating proposals, the Selection Committee members will use the following criteria:

- Fee Offer
- Operating Experience
- Planned Operations
- Financial Capability
- Proposed Capital Investment, Improvements, and Designs Submitted

BBP will only consider proposals that meet satisfactory levels of the above criteria. BBP is not required to accept the proposal that includes the highest fee offer. BBP's acceptance of a proposal does not imply that every element of that proposal has been accepted.

BBP 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 BBP will visit facilities operated by proposers.

Other General RFP Requirements & Conditions

BBP 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 BBP to do so.

Proposers are advised that BBP has the option of selecting the proposer 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.

All proposal materials become the property of BBP. Proposal 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 ("FOIL").

BBP is subject to FOIL, which governs the process for the public disclosure of certain records maintained by BBP. (See *Public Officers Law, Sections 87 and 89*). Individuals or firms that submit proposals to BBP may request that BBP 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 BBP grants the request for exception from disclosure, BBP shall keep such proposal or portions thereof in secure facilities.

BBP 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 BBP. In the event the license agreement is terminated for cause, BBP will not consider proposals for reimbursement of the Concessionaire's unamortized capital improvement costs as of the date of termination. Notwithstanding, any language contained herein, the license agreement will be terminable at will by BBP at any time upon twenty (20) days' notice to the Concessionaire.

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. BBP will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation, unless accepted by BBP. Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to BBP. 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 BBP in advance of an actual grant of a concession.

Technical addenda issued by BBP will be the only authorized method for communicating clarifying information to all potential proposers. Proposers should contact BBP before submitting a proposal to verify that they have received any addenda issued. Proposers must acknowledge the receipt of any addenda in their proposal submissions.

# Exhibit A

