



# Request for Bids

For the Operation of Concessions for the Sale of Food from Mobile Food Units at Various Parks Citywide

**ISSUE DATE:** FEBRUARY 13, 2023

**SOLICITATION #** CWB-2022-A

**City of New York Parks & Recreation**

[www.nyc.gov/parks](http://www.nyc.gov/parks)

Eric Adams

Susan M. Donoghue

David Cerron

Jessenia Aponte

Martin Maher

Anthony Perez

Jackie Langsam

Lynda Ricciardone

Alexander Han

Mayor Of The City Of New York

Commissioner Of Parks & Recreation

Assistant Commissioner for Business Development & Special Events

Borough Commissioner for Bronx Parks

Borough Commissioner for Brooklyn Parks

Borough Commissioner for Manhattan Parks

Acting Borough Commissioner for Queens Parks

Borough Commissioner for Staten Island Parks

Chief of Concessions



**NYC Parks**



## **REQUEST FOR BIDS (RFB)**

The City of New York Department of Parks & Recreation ("Parks") requests bids for the operation of concessions for the sale of food from Mobile Food Units at various parks citywide.

## **THE TERM**

Parks is seeking concessionaires for one (1) five-year (5-year) term according to the schedule below. If the effective date is after January 1, 2023, the annual flat fee will be prorated accordingly to account for the period between January 1, 2023, and the effective date, during which time the concessionaire will not be permitted to operate. A longer term will not be considered. These concessions will be operated pursuant to Permit Agreement(s) ("Permit(s)") issued by Parks; no leasehold or other proprietary right is offered. Permits will be effective upon written Notice to Proceed from Parks and shall expire December 31, 2027. The years offered are defined as follows:

**Year 1:** January 1, 2023, through December 31, 2023

**Year 2:** January 1, 2024, through December 31, 2024

**Year 3:** January 1, 2025, through December 31, 2025

**Year 4:** January 1, 2026, through December 31, 2026

**Year 5:** January 1, 2027, through December 31, 2027

## **PROJECT MANAGERS**

The Project Managers for these concessions (and the Borough(s) each represents) are:

<b><u>Project Manager:</u></b>	<b><u>Borough:</u></b>	<b><u>Email:</u></b>	<b><u>Phone:</u></b>
Barbara Huang	Bronx	<a href="mailto:Barbara.Huang@parks.nyc.gov">Barbara.Huang@parks.nyc.gov</a>	(212) 360-3490
Katherine Cognata	Brooklyn	<a href="mailto:Katherine.Cognata@parks.nyc.gov">Katherine.Cognata@parks.nyc.gov</a>	(212) 360-3454
Glenn Kaalund	Manhattan	<a href="mailto:Glenn.Kaalund@parks.nyc.gov">Glenn.Kaalund@parks.nyc.gov</a>	(212) 360-3482
Lindsay Schott	Queens	<a href="mailto:Lindsay.Schott@parks.nyc.gov">Lindsay.Schott@parks.nyc.gov</a>	(212) 360-3490
Angel Williams	Staten Island	<a href="mailto:Angel.Williams@parks.nyc.gov">Angel.Williams@parks.nyc.gov</a>	(212) 360-3495

**As Covid-19 is still an ongoing threat, we are trying to minimize in-person engagements and conduct as many meetings remotely as possible. Please call the appropriate Project Manager before visiting the office.**



**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: February 13, 2023**

**Bids Due March 10, 2023, at 2:00 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.**

**IMPORTANT NOTICE: BIDDERS ARE REQUIRED TO SUBMIT BID DEPOSITS IN THE AMOUNT OF SEVEN HUNDRED FIFTY DOLLARS (\$750) PER NON-CENTRAL PARK VENDING LOCATIONS AND FIVE THOUSAND DOLLARS (\$5,000) PER LOCATION AT CENTRAL PARK WITH THE BID. SEE Section II - Request for Bids Process/Bid Procedure.**

**PLEASE NOTE: THERE WILL BE NO IN-PERSON PUBLIC BID OPENING PROCEDURE. Please see Section II(6)(c).**

## **I. Project Components**

### **A. OVERVIEW**

Parks requests bids for the sale of food from Mobile Food Units at various parks citywide. Approved vending locations and the Mobile Food Unit classifications (if applicable) for each location are specified in **Exhibit A** of this RFB.

For the purposes of this RFB, "Mobile Food Unit" shall be defined as a self-contained service operation, located in a vehicle or a movable stand, self- or otherwise propelled, used to store, prepare, display, or sell food intended for individual portion service. Pushcarts, processing carts, and mobile food trucks shall all be considered Mobile Food Units. Concessionaires who are awarded multiple vending locations may employ an individual operator of the Mobile Food Unit at each vending location awarded to them. Individual operators will be responsible, together with the concessionaire, for the obligations applicable to the respective Mobile Food Unit. Each vending location listed in **Exhibit A** of this RFB is hereinafter referred to as the "Premises" or "vending location".

**Bidders should note that all mobile food concessionaires are required to successfully complete a course in food protection from the New York City Department of Health and Mental Hygiene ("DOHMH") in order to receive a new or renewed Mobile Food Vendor License, and pass DOHMH inspection to attain a Mobile Food Vending Unit permit prior to operating the concession.**

To review all NYC DOHMH rules and regulations on mobile food vending, please visit their website at <https://www1.nyc.gov/assets/doh/downloads/pdf/rri/rules-regs-mfv.pdf>. For information on operating a mobile food concession safely and legally, please review the "What Mobile Food Vendors Should Know" guidebook at <https://www1.nyc.gov/assets/doh/downloads/pdf/rri/regulations-for-mobile-food-vendors.pdf>.

### **Mobile Food Units**

Concessionaires shall be permitted to operate Mobile Food Units in accordance with the following guidelines:

#### **1. Non-Processing Carts**

Non-processing carts, referred to as "pushcarts" herein, are manually propelled carts or barrows which are self-contained service operations used to store, prepare, display, and serve food intended for individual portion service. Concessionaires must obtain a permit from DOHMH for the preparation and sale of non-potentially hazardous, unpackaged foods, e.g., boiled hot dogs (or frankfurters) and sausages, soft pretzels, nuts, prepackaged snacks and baked goods. See **Exhibit B** and/or § 6-03 of Chapter 6 of Title 26 of the Rules of the City of New York for additional information.

##### **a. Pushcart – Size and Equipment**

Unless otherwise approved by Parks, pushcarts cannot be more than six and a half (6 ½) feet long and three and a half (3 ½) feet wide including all handles, extensions, and protuberances. If the unit is designed so that the operator stands within the unit, the width of the unit, including its wheels, axles, and other appurtenances may not exceed four (4) feet and six (6) inches. The dimensions for the optional freezer unit for the sale of ice cream

cannot exceed nine (9) square feet or exceed eighteen (18) square feet at Central Park vending locations; and nut and dried fruit units cannot exceed nine (9) square feet at all vending locations. See below Subsections (c) and (d) for more information. Concessionaires may not operate both a freezer unit and a nut and dried fruit unit at the vending location at the same time.

**PLEASE NOTE:** DOHMH has new classifications and requirements related to mobile food vending units. Non-processing pushcarts with current DOHMH permits are exempt from the new regulation until the current DOHMH Mobile Food Vending Permit expires. Existing non-processing pushcarts retrofitted to meet these new requirements must pass a DOHMH pre-Permit inspection before it is returned to operation. A chart of DOHMH requirements may be reviewed in **Exhibit B** of this RFB. New DOHMH regulations require pushcarts to be equipped with waste-water tanks.

**NOTE: Concessionaires operating Non-Processing Pushcarts will be prohibited from utilizing processing/cooking grills at the Premises. All menu items and prices are subject to Parks' prior written approval.**

b. *Pushcart – Menu Items*

The following menu is a complete list of items that may be sold at all pushcarts vending locations and the **highest prices** that may be charged for these items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. Other brands of similar products may be sold with Parks' prior written approval.

**At the concessionaire's discretion, the concessionaire may sell these items at a lower price:**

<u><b>Menu Item</b></u>	<u><b>Maximum Price</b></u>
Hot Dogs (10 to the pound)	\$4.00
Sausage	\$5.00
Pretzels	\$3.00
Pretzel Dogs	\$5.00
Specialty pretzels	\$5.00
Knishes	\$3.00
Empanadas (Pre-processed)	
Chicken, Beef or Vegetable	\$4.00
Pirates Booty (rice/corn puffs)	\$2.00
Churros	\$4.00
Whole Fresh Fruit, one (1) serving (♦)	
Apples	\$1.00
Bananas	\$1.00
Oranges	\$1.00
Pear	\$2.00
Pre-cut Fruit or Fruit Salad, one (1) serving (♦)	
Prepackaged, 4.0 oz. cup	\$2.00
Fresh Fruit Salad, 4.0 oz. cup	\$4.00
Yogurt (5.3 oz. - 7.0 oz.)	\$3.00
Granola Bars/Cereal Bars	\$2.00
Apple chips	\$2.00

Smoothies: Fruit; Vegetable; Yogurt, or Frozen

(No sugar or artificial sweeteners added)

Prepackaged 4.2 oz. pouch	\$2.00
Prepackaged 7.0 oz. container	\$3.00
Prepackaged 10.0 oz. container	\$4.00

Soda (canned, 11.15 to 12.0 fl. oz.)	\$3.00
Specialty Soda and Juice (canned, 11.15 to 12.0 fl. oz.)	\$4.00

Water (16 - 16.9 fl. oz.) †	\$2.00
Water (24 fl. oz.) †	\$3.00
100% Fruit Juice (up to 16 fl. oz.)	\$3.00
Vegetable Juice (canned, 11.15 to 12.0 fl. oz.)	\$3.00
Iced tea or Lemonade (16.0 fl. oz. to 16.9 fl. oz.)	\$3.00

Seltzer (canned, 11.15 to 12.0 fl. oz.)	\$2.00
Milk: Skim, 2%, organic, soy, or rice (8.0 fl. oz.)	\$2.00
Red Bull beverage (canned, 8.4 fl. oz.)	\$5.00
Monster (canned, 16.0 fl. oz.)	\$5.00
Coconut Water (canned, 10.1 fl. oz. to 14 fl. oz.)	\$4.00

Sparkling Water (canned, 11.15 to 12.0 fl. oz.)	\$4.00
San Pellegrino (16.9 fl. oz.)	\$4.00
San Pellegrino Limonata or Aranciata (canned, 11.15 fl. oz.)	\$3.00

♦ **One (1) serving size of fruit is equal to 1 medium size whole fruit (medium is defined as the size of a baseball) or ½ cup (4.0 oz.) of chopped fruit (American Heart Association).**

† **Concessionaires must only sell or stock 16-16.9 fl. oz. or 24.0 fl. oz. water products at the Premises.**

Note: If the concessionaire wishes to sell a brand other than those listed above or sell an item at a price higher than those listed above, the concessionaire must receive prior written approval from Parks.

Executive Order 54, signed by Mayor Bill de Blasio on February 6, 2020, directs City agencies to end the unnecessary purchase of single-use plastic beverage bottles, defined as a drink, such as water, in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less, and to end their unnecessary sale on City owned or leased property. **As such, Parks is phasing out the sale of soda in single use plastic bottles, 21 fluid ounces or less, at Parks concessions.** Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted.

c. Pushcart – Ice Cream Products

Each pushcart concessionaire may operate a freezer unit that is no more than nine (9) square feet, (or eighteen (18) square feet at Central Park vending locations). The following menu lists the items that may be sold at vending locations where ice cream sales are permitted and the **highest prices** that may be charged for the items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. Other brands of similar products may be sold with Parks' prior written

approval. **At the concessionaire's discretion, the concessionaire may sell these items at a lower price:**

1. *Regular brands, including Good Humor, Nestlé's Ice Cream Bars, and other approved brands:*

<b><u>Item</u></b>	<b><u>Maximum Price</u></b>
Good Humor Ice Cream Bars (Includes Toasted Almond, Strawberry Shortcake, Candy Center Crunch, Chocolate Éclair, Cookies & Cream, Dark & Milk Chocolate Bars)	\$4.00
Good Humor Oreo Bar	\$5.00
Good Humor King Cone	\$5.00
Good Humor Cookie Sandwich	\$5.00
Edy's Dibs	\$4.00
Ice Cream Sandwiches	\$4.00
Nestlé's Toll House Cookie Sandwich	\$4.00

*Other approved items:*

<b><u>Item</u></b>	
Screamers Cookies 'n Cream Cup (10 oz.)	\$4.00
Sponge Bob Bars	\$4.00
Popsicle Shots	\$4.00
Frozen Fruit Bars/Pops	\$4.00
Popsicles\Lifesaver\Fire Cracker	\$3.00
Lick-A-Color	\$3.00
Scooby Doo Push Ups	\$3.00
Nestle Ice Cream Bars	\$3.00
Minute Maid Frozen Lemonade Cup Variety (12 oz.)	\$4.00

2. *Premium brands, including Magnum, Haagen-Dazs and Ben & Jerry's or other approved items:*

<b><u>Item</u></b>	<b><u>Maximum Price</u></b>
Haagen-Dazs Ice Cream Bars (All Varieties)	\$5.00
Magnum Ice Cream Bars (All Varieties)	\$5.00
Dove Bar	\$5.00
Ben & Jerry's Vanilla Peace Pop	\$5.00
Ben & Jerry's Cherry Garcia Peace Pop	\$5.00

**Note:** If the concessionaire wishes to sell an item at a price higher than those listed above, the concessionaire must receive prior written approval from Parks.

d. *Pushcart – Nut and Dried Fruit Products*

**NOTE: The concessionaire may substitute the optional freezer unit with a nut and dried fruit unit up to nine (9) square feet, unless otherwise noted.** Concessionaires may not operate both a freezer unit and a nut and dried fruit unit at the vending location at the same time.

The following menu is a complete list of items that may be sold at all vending locations where nuts and dried fruit sales are permitted and the **highest prices** that may be charged for these items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. **At the concessionaire's discretion, the concessionaire may sell these items at a lower price:**

<u>Menu Item</u>	<u>Maximum Price</u>
Peanuts	\$4.00
Almonds	\$4.00
Cashews	\$4.00
Pistachios	\$4.00
Mixed nuts	\$4.00
Coconuts	\$4.00
All varieties of dried fruit	\$4.00

Note: All nuts and dried fruit must be sold in 8 oz. bags.

## 2. Processing Carts & Processing Mobile Trucks

Unless otherwise approved, Processing Carts and Processing Mobile Trucks are Mobile Food Units for the sale of foods or ice cream products that require processing, such as cooking or any other treatment such as slicing, mixing, packaging, or any other alteration that exposes the food to possible contamination. This definition does not include the boiling of hot dogs or heating of pretzels.

### a. Processing Carts & Processing Mobile Trucks - Size and Equipment

Unless otherwise approved, Processing Carts cannot be more than ten (10) feet in length and five (5) feet in width, including all handles and extensions. Processing Carts with current DOHMH permits are exempt from the new regulation until the current DOHMH permit expires. Existing Processing Carts adapted to meet new guidelines must pass a DOHMH pre-permit inspection before it is returned to operation.

Concessionaires that use twenty pound (20 lb.) or greater propane tank(s) to fuel grills on a Mobile Food Unit are required to obtain a Certificate of Fitness license from the New York City Fire Department (FDNY). Such propane tank(s) must be inspected and decaled by FDNY before use at the vending location. Violators will be subject to fines and confiscation of propane tanks.

### b. Processing Carts & Processing Mobile Trucks – Menu Items

**Bidders who plan to bid on a vending location that is designated as a Processing Cart or Processing Mobile Truck vending location should be sure to include a proposed menu with a price list in their bid submission.** All menu items to be sold at a Processing Cart or Processing Mobile Truck vending location and their prices are subject to Parks' prior written approval. Parks strongly encourages concessionaires incorporate healthy food options and diverse food items on the menu list, which may include, but are not limited to, salads, fresh fruit, yogurt, water, and fruit juices. Generally, menu items may include, but are not limited to, hamburgers, empanadas, chicken, gyros, knishes, chips, soft drinks, candy, breakfast items, sandwiches, and other food items.

Executive Order 54, signed by Mayor Bill de Blasio on February 6, 2020, directs City agencies to end the unnecessary purchase of single-use plastic beverage bottles, defined as a drink, such as water, in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less, and to end their unnecessary sale on City owned or leased property. As such, Parks is **phasing out** the sale of soda in single use plastic bottles, 21 fluid ounces or less, at Parks concessions. Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted.

## **B. GENERAL REQUIREMENTS FOR ALL MOBILE FOOD UNITS**

### **Determination of Non-Responsibility**

Concessions shall be awarded to responsible prospective concessionaires only. A prospective concessionaire that has performed unsatisfactorily 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. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility.

### **DOHMH Information**

In addition to a Parks Permit, every participating food concessionaire must obtain 1) a DOHMH Mobile Food Vending Unit permit for the concessionaire's Mobile Food Unit and 2) a DOHMH Vendor License for each person designated as an operator of the Mobile Food Unit. Please note that only a DOHMH licensed mobile food concessionaire may apply for a Mobile Food Vending Unit permit. Both a valid DOHMH license and permit must be submitted to Parks before a proposed concessionaire can operate the Mobile Food Unit.

To obtain a DOHMH license or permit, contact or visit the New York City Department of Consumer and Worker Protection (DCWP) Citywide Licensing Center at 42 Broadway, Lobby, New York, NY 10004, Monday through Friday from 9:00 a.m. to 5:00 p.m. Note: Offices are closed during City/Public Holidays. DOHMH days and hours of in-person transactions may be subject to change. You may be required to schedule an appointment in advance. **For up-to-date information, please call 311 or 212-436-0441, or visit <https://www1.nyc.gov/site/doh/business/food-operators/mobile-and-temporary-food-vendors.page> for information on the days and hours of operation.**

Concessionaires should be aware that if they are applying for a DOHMH license for the first time, the process can take six (6) weeks or more. **Concessionaires operating without all necessary permits may be subject to fines and/or confiscation of merchandise and vending unit(s).**

### **DOHMH Vendor License**

All persons designated as a Mobile Food Vending Unit operator must have a valid DOHMH Vendor License in order to operate. All mobile food concessionaires are required to successfully complete a DOHMH course in food protection to receive a new or renewed DOHMH food vendor license.

### **DOHMH Mobile Food Vending Unit Permit**

All Mobile Food Units intended for use are required to be inspected and permitted by DOHMH. DOHMH Mobile Food Vending Unit permits are only issued when after the Mobile Food Unit intended for use passes a DOHMH inspection. All Mobile Food Units in operation under a Parks Permit must have passed a DOHMH inspection. In order to schedule the Mobile Food Unit for an inspection, you must provide DOHMH with a signed Permit Agreement from Parks and a letter from Parks requesting a DOHMH inspection.

Before Parks issues a written Notice to Proceed and Permit decal, vendors must provide Parks with documentation that the Mobile Food Unit passed DOHMH inspection.

During the term of the Permit, persons that operate a Mobile Food Unit without a valid DOHMH Mobile Food Vending Unit Permit will be instructed to cease operations and will be subject to fines. When warranted, representatives of the Parks Enforcement Patrol (PEP), New York City Police Department (NYPD), FDNY, DOHMH, and other agencies having jurisdiction may confiscate the Mobile Food Unit(s), including merchandise.



Parks reserves the right to require replacement of vending Mobile Food Units that are in poor condition or that do not meet DOHMH specifications and requirements.

### **Mobile Food Unit Specifications & Maintenance**

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

Mobile Food Unit Umbrellas, canopies and other equipment attached to Mobile Food Units shall be of a design and color subject to prior written approval by Parks. Parks expects the concessionaire to utilize Mobile Food Units of a premium quality and design. All umbrellas/awnings must be green and white. In addition, the concessionaire shall repair or replace the above if deemed necessary by Parks. Bids should include a photo or visual schematic of the type of Mobile Food Unit to be used, including the dimensions of the Mobile Food Unit. Mobile Food Units may not extend vending space beyond the confines of the unit. During the term of the Permit, Parks may require the concessionaire to adopt and apply official graphics, art, color(s), and signage to each mobile food unit, canopy, or umbrella at the Premises.

It is necessary to keep Mobile Food Units clean and in good condition. This involves, but is not limited to, ensuring that the Mobile Food Units do not leak any type of fluid, including, but not limited to, water, onto the ground. It is also necessary to keep Mobile Food Units clean and free of graffiti. Mobile Food Units must not be damaged or dented.

No food products or beverages may be stored on the ground or on any surface in the park other than on or in the Mobile Food Unit at the Premises.

### **DOHMH Letter Grades: Mobile Food Units Only**

Bidders should note that the Mobile Food Vending Units, trucks, and carts, or both, of concessionaires became subject to a DOHMH letter grading program on December 10, 2018. It is similar to the current program for restaurants which 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 in [Letter Grading for Mobile Food Vending Units: What Vendors Need to Know](https://www1.nyc.gov/site/doh/business/food-operators/mobile-and-temporary-food-vendors.page) (PDF) at <https://www1.nyc.gov/site/doh/business/food-operators/mobile-and-temporary-food-vendors.page>

### **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 successful concessionaire or operate near the Premises. Parks encourages concessionaires to report illegal vendors by calling 311.

### **Hours of Operation**

Concessionaires may only operate during the hours in which the park in which the Premises is located is open and vacate the Premises before the park closes. For example, if the park closing time is 10 p.m., a concessionaire must vacate the park by 10 p.m. Mobile Food Units may not remain at the vending location overnight.

### **Parks Permit Decal**

Each Permit shall become effective upon the concessionaire's receipt of a written Notice to Proceed. A Parks Permit decal, a 311 sign for the Mobile Food Unit, and a written Notice to Proceed will be presented to each concessionaire after Parks has received documentation that the concessionaire has

been issued a valid DOHMH Vendor License and DOHMH Mobile Food Vending Unit Permit and once the Parks Permit has been registered. A concessionaire shall not commence the operation of the Mobile Food Unit until it has received the written Notice to Proceed, Permit Decal and 311 sign from Parks. Parks will provide a new Permit Decal for the Mobile Food Unit to each concessionaire at the beginning of each year of the Permit term, provided that the concessionaire is in compliance with the terms of its Permit. A Parks Permit Decal must be displayed at all times in a visible location. **A replacement fee of \$100.00 will be charged to any concessionaire who loses a Permit decal).**

### **Signage & Advertising**

All signage is subject to Parks' written approval. A Parks Permit Decal must be displayed at all times in a visible location. A menu and a price list, approved in writing by Parks, must also be prominently displayed at all times for *all* items that are sold at the Mobile Food Units, including ice cream and ices. A "311 sign" provided by Parks must be displayed at all times in a visible location.

Each concessionaire will be prohibited from displaying, placing, or permitting the display or placement of advertisements in or on the Premises, including but not limited to the Mobile Food Units, without the prior written approval of Parks. The display or placement of tobacco or non-tobacco smoking products, electronic cigarette or alcoholic beverage advertisement shall be prohibited, as defined in Section 17-502 of the Administrative Code of the City of New York. 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.

### **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. The concessionaire will be required to store all equipment on a nightly basis and anytime the concession is closed.

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

### **Utilities**

Parks makes no representations regarding the adequacy of utilities currently in place at the permitted 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. 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, all water and sewer charges that the Department of Environmental Protection (DEP) assesses for water usage. The concessionaire will be prohibited from tapping into utilities used, operated or owned by the city.

### **Signing the Permit Agreement/Identification and Address**

If coming in person to sign the Permit Agreement, the successful bidder will be required to present **picture identification** (such as a driver's license; City-issued identification card, or a passport) and **proof of address** (such as a utility bill) in order to execute the Permit Agreement. **Concessionaires operating any type of mobile truck are required to present a valid driver's license.** If signing away from the office, successful bidders should sign and notarize their Permit Agreements before a Notary Public. The bidder should create a .pdf and email a copy of the signature page (notarized), the Permit, copy of picture identification and proof of address to Parks. The original documents must be subsequently mailed or delivered to the agency. 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 RFB) 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.

### **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.

### **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.

### **Vending Locations**

Concessionaire must only operate the Mobile Food Unit(s) at vending location(s) described in **Exhibit A** for which concessionaire has a Permit. The concessionaire is restricted to the operation of the specific Mobile Food Unit approved for use at the vending location and as indicated in **Exhibit A**. Parks retains the right to relocate or restrict the operation of a Mobile Food Unit, if necessary.

### **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 in 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 <https://certified.greenseal.org>. Parks also encourages the selling of sustainable food products and the training of staff on environmentally friendly food practices.

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 is prohibited in the operation of the concession.

Parks also encourages the following:

- Selling or serving water in environmentally friendly alternatives to plastic bottled water (e.g., reusable cups, biodegradable cups, boxed water).

- The use of chlorine free, biodegradable and/or compostable products such as paper towels, napkins, utensils, and plates (if the bidder intends to utilize disposable products for food service at the Permitted Premises).
- The use of environmentally friendly cleaners and the sale of sustainable food products.

### **Special Events**

New York City parks are the site of many special events (including parades) throughout the year. During special events, the City may enforce directives requiring Parks to delay, relocate, or suspend concession operations. Enforcement of security directives may restrict vehicular access to the park, roadways, and concession site. Bidders are advised to consider this and other pertinent factors when bidding on these locations.

### **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 Agreement, 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 Agreement. Parks may impose a \$250 administrative fee for reinstatement of a suspended Permit. Liquidated damages may be assessed in accordance with the following schedule:

<b>Provision</b>	<b>Liquidated Damages per Occurrence</b>
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked paths, exits, roadways and vehicles on sidewalks	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Mobile Food Unit Leaking Fluids	\$350
Mobile Food Unit Obviously Damaged or in Poor Repair	\$250
Graffiti or Dirty Mobile Food Unit or Umbrella	\$350
Unauthorized Advertising	\$350
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350
Sticker Expired or Not Displayed	\$250
Damage to Parks' property (e.g., trees, fencing, hex pavement, etc.)	\$350
Vending without valid DOHMH Mobile Food Vendor's License	\$350

Vending without valid DOHMH Mobile Food Unit License	\$350
Unauthorized tapping into utilities used, operated or owned by the City	\$350
Unauthorized Vehicular Activities	\$350
311 sign not displayed	\$250

**Procedure for Appeals of Assessments for Concession Permit Violations**

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, and 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.
- B. The Director of Operations Management & Planning is authorized to investigate the merits of the appeal, but is not required to hold a hearing or to speak to the concessionaire in person.

**C. BIDS FOR VENDING LOCATIONS**

Parks will only accept bids for vending locations listed in **Exhibit A** of this solicitation. The left column of the attached **Exhibit A** provides the following information: the name of the park and when the vending location will become available. The middle column indicates the location of the concession within the park. The right column indicates the vending location's property number, which should appear on the face of the envelope in which the bidder submits the bid (See *Bid Submission Instructions*). Parks retains the right to relocate or restrict a Mobile Food Unit, if necessary.

**NOTE:** *If more than one (1) Mobile Food Unit is listed under a single property number, the Mobile Food Unit vending locations with that property number are not offered separately, and Parks will*



*not consider bids to operate less than the total number of Mobile Food Units listed for that property number.*

#### **D. REQUIREMENTS DURING THE TERM OF THE PERMIT**

1. Each concessionaire will be required to obtain and maintain any and all necessary approvals, permits, and licenses for the lawful operation of each concession.
2. Each concessionaire will be required to operate and maintain each concession for the use and enjoyment of the general public.
3. Each concessionaire will be required to submit a security deposit of 25% of the highest year's guaranteed annual flat fee, per Permit, 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. Note that fee payments must be submitted through the mail, not in person, unless you are specifically requested by Parks to do so.
4. (a) **INSURANCE:** Insurance must be in place throughout the entire term of the Permit. **The concessionaire will be required to carry Commercial General Liability insurance in at least One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death) and property damage and One Million Dollars (\$1,000,000) for personal and advertising injury, and if the policy contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to each vending location and the per-location aggregate shall be at least Two Million Dollars (\$2,000,000).** 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 (and any entity listed in the relevant entry of Exhibit A, including that entity's officials, employees, and volunteers (collectively the "Indemnitees"; each an "Indemnitee") as additional insured, with coverage at least as broad as the most recently issued Insurance Services Office (ISO) Form GC 20 26, and the additional insured's limits will be no lower than concessionaire's.**
  - (b) 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 Permittee is or intends to be exempt from the requirements of the New York State Worker's Compensation Law, Permittee must submit Certificate of Exemption Form No. CE-200.
  - (c) **If vehicles are to be used in connection with the concession, the concessionaire shall carry Commercial Automobile Liability insurance in the amount of One Million Dollars (\$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. If concessionaire does not provide proof of compliance with this requirement, no vehicular use will be permitted within Parks boundaries.

- (d) 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.

Note: To encourage contactless submission of documents, if you are the successful bidder, Parks will provide either you or your broker an email address for the electronic submission of all required documents/insurance certificates. Also, you or your broker can mail all required documents/insurance certificates to the Parks Revenue Office at the following address:

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

5. Within sixty (60) days of the end of each calendar 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 (B) above.
6. Mobile Food Units must have garbage receptacles present during all operating times. Concessionaires will be required to keep the vending location and the area within fifty (50) feet of the Mobile Food Unit clean and free of all waste, garbage, refuse, rubbish, and litter at all times. The concessionaire will remove from the vending location, at concessionaire's sole cost, all rubbish generated. The concessionaire will be required to provide adequate waste and recycling receptacles that are approved in writing by Parks and have these receptacles emptied on a daily basis and removed by a private carter. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. Rubbish removal schedules are subject to Parks' prior written approval.
7. The concessionaire will be prohibited from cutting down or removing 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. 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. The selling and/or advertisement of tobacco products, or non-tobacco smoking products, or electronic cigarettes is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
10. Smoking of any tobacco or non-tobacco smoking products and the use of electronic cigarettes are strictly prohibited at the Premises except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.
11. The concessionaire will be required to pay all taxes applicable to the operation of the concession, including commercial rent tax (if applicable). Gross receipts shall exclude the

amount of any Federal, State, or City sales taxes which are paid by the concessionaire as against its sales.

12. 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.
13. 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.
14. 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.
15. The concessionaire will be required to indemnify, defend, and hold the Indemnitees harmless for claims arising out of the concessionaire's operations under the Permit, pursuant to a provision to be included in the Permit.
16. Concessionaire will be required to comply with all City, State and Federal laws relating to access for persons with disabilities. To the extent possible, the concessionaire is encouraged to exceed all applicable accessibility requirements for people with disabilities.
17. The Concessionaire will be required to acknowledge that Central Park, as of June 27, 2018, is now a car free zone. Concessionaire may only access Park roadways to pick-up or deliver items essential to the operation of their concessions. Personal vehicles are not allowed on any park drive. Available entrances and exits to Central Park may be impacted. More information will be made available prior to the Notice to Proceed. The maximum speed limit on Central Park drives is 15 miles per hour but may be subject to change. Motorists should reduce speed and exercise extreme caution when park drives are congested, and vehicles must travel only in the marked vehicle lane. Drivers must always yield to pedestrians and cyclists and turn on hazard lights when operating in the park. All drivers of vehicles employed in the operation of the concessions are required to obtain and display a Parks-issued Vehicle permit. During the term of the Permit, traffic regulations may be subject to change.
18. All concessionaires must observe applicable vehicle and traffic regulations and adhere to instructions from Central Park Conservancy (if applicable), NYPD, DOT, and Parks. Concessionaires are not permitted to operate vehicles on pedestrian pathways without prior Parks approval.
19. Concessionaire will be required to comply with the NYC Earned Safe and Sick Time Contract Rider, also known as the Paid Safe and Sick Leave Law, as a concessionaire of the City of New York as set forth in the Paid Safe and Sick Leave Law Concession Rider included herewith as **Exhibit C**.

20. If a concessionaire does not comply with the terms of their Permit, the Permit may be terminated. Any warnings or terminations may be considered in making future bidder responsibility determinations.

## **II. THE REQUEST FOR BIDS PROCESS/BID PROCEDURES**

### **A. BID SUBMISSION INSTRUCTIONS**

In order to maintain a contactless process as much as possible, Parks encourages bidders to submit bids electronically. All bids must be received by the due date and time.

**Please review Section II(B)(6)(a) for electronic bid submission requirements.**

**All bids must meet the requirements listed 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 available for review or obtained via email at no cost, commencing from February 13, 2023, through March 10, 2023, between the hours of 9:00 A.M. and 5:00 P.M., excluding weekends and holidays. If you cannot obtain a copy via email, you must contact the appropriate Project Manager to obtain a copy by mail. Please be advised that all terms of the Permit are non-negotiable.**

**The bid should be e-mailed to Parks Revenue at [Bids.Revenue@parks.nyc.gov](mailto:Bids.Revenue@parks.nyc.gov).**

If you are submitting the bid electronically, you should submit a copy of the check/money order within your bid. A copy of the postal receipt should be included in the bid as well. Parks will not be able to verify missing checks without this information. If we cannot make this verification, we will consider it non-responsive.

If you are unable to submit an electronic bid, you are encouraged to mail a hard copy of the bid and the bid deposit to the Parks Revenue Office at the following address:

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

**Please review Section II(B)(6)(b) for mail-in bid submission requirements.**

If submitting a hard copy bid, the following procedures would apply:

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 8 ½" x 11" sectionals or reductions to 8 ½" x 11". No electronic 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 and all required attachments - in a sealed envelope for each vending location. If bidding for multiple vending locations, submit each bid in a separate envelope (i.e., one bid per envelope).

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

- Bidder's Name and Address
- Solicitation # CWB-2022-A
- Park Vending Location and Property Number on which the bidder is bidding.
- **Bid Due Date & Time: March 10, 2023, at 2:00 p.m.**

**You must notify the Project Manager by March 3, 2023, at 5:00 p.m., if you cannot submit a bid electronically or by mail, courier service, etc. by the due date and time.**

### **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. 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 bid form and fee offer for each vending location they are bidding on, even if the vending locations are in the same park.**

**CENTRAL PARK VENDING LOCATIONS: Parks will not consider fee offers that increase by more than 10% from one year to the next.**

**FOR ALL OTHER VENDING LOCATIONS: If the fee offers increases in excess of 20% from one year to the next, your security deposit will be subject to an aggregate percent increase equal to the amount above the 20% fee offer increase. Therefore, Parks will tabulate your security deposit by 25% of the highest fee offer plus each fee offer increase exceeding 20%.**

For Example: - Year 1 Fee Offer: \$1,000  
- Year 2 Fee Offer: \$1,250 (25% increase from Year 1 or 5% above the 20% fee offer threshold)  
- Year 3 Fee Offer: \$1,350  
- Year 4 Fee Offer: \$1,450  
- Year 5 Fee Offer: \$1,550

The base security deposit is 25% of the highest fee offer of \$1,550, or \$387.50. Since Year 2's fee offer is 5% above the 20% threshold, the total security deposit will be 30% (25% + 5%) of the highest fee offer of \$1,550, or \$465.

2. **Parks has established a minimum bid of one thousand dollars (\$1,000.00) per vending location for each year of the Permit's Term. Parks will not consider any bids lower than one thousand dollars (\$1,000.00) per location for each year of the Permit's Term.**



3. 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.
4. **All bidders are required to submit as a bid deposit a certified bank check, official bank check, cashier's check, or money order in the amount of seven hundred and fifty dollars (\$750.00) for each non-Central Park vending location, and five thousand dollars (\$5,000) for each vending location at Central Park, with the bid (payable to NYC Parks & Recreation). Parks WILL NOT accept personal or business checks.** 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.

**All bids must be received by March 10, 2023, at 2:00 PM. 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 Title 12 of the Rules of the City of New York ("Concession Rules").**

6. In order to maintain a contactless process as much as possible, Parks strongly recommends bidders submit bids form(s) either (a) electronically or (b) mail-in received by the due date and time.

**(a) ELECTRONIC BID SUBMISSIONS:**

- **If you are submitting the bid electronically, you must submit a copy of the bid form.** On the bid deposit, please indicate "CWB-2022-A and the Permit Property#" that you are bidding on.
- The actual bid deposit check or money order must be sent to:

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

via mail/UPS/FedEx (or other related delivery service) and must be postmarked by no later than the due date of the bid. A copy of the postal receipt should be included in the envelope as well. Parks will not be able to verify a missing check/money order without this information. If we cannot make this verification, we will consider the bid submission non-responsive.

- **Email a scanned or pdf copy of the bid form(s) to: [Bids.Revenue@parks.nyc.gov](mailto:Bids.Revenue@parks.nyc.gov) by no later than March 10, 2023, at 2:00 p.m.** The subject line of the email should include CWB-2022-A and the vending permit property number (e.g., CWB-2022-A, X39-(3-MT)).
- **DO NOT DISCARD ORIGINAL BID FORMS!** You may be required to submit the original hard copy of the bid form by a date set forth by Parks. Failure to provide the actual original bid form, or other requested documentation, may result in a determination of non-responsiveness.

**All bid electronic submissions must be received by March 10, 2023, at 2:00 p.m.** Bids received after the time and due date 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.

## **(b) MAIL-IN BID SUBMISSIONS**

- **If you intend to submit bids by mail, please submit one (1) original and one (1) copy of the bid form, the bid deposit, and other documentation in a sealed envelope.** If submitting bids for multiple vending locations, submit each bid in a separate envelope (i.e., one bid per envelope).
- The following information should be CLEARLY PRINTED on the outside of each envelope:
  - Bidder's Name and Address
  - Solicitation # CWB-2022-A
  - Park Vending Location and Property Number on which the bidder is bidding.
  - **Bid Due Date & Time: March 10, 2023, at 2:00 p.m.**
- For promptness and to safeguard contents, mail your bid form(s) and bid deposit in an outer envelope via USPS mail, FedEx, UPS, or other relevant carrier, by the deadline, to the Parks Revenue Office at the following address:

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

- **All mailed bid submissions must be received by March 10, 2023, at 2:00 p.m. Bids received after the time and due date 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.**

**As indicated above, you must notify the appropriate Project Manager by March 3, 2023, at 5:00 p.m., if you cannot submit a bid electronically or by mail, courier service, etc., by the due date and time.**

## **(c) RECOMMENDED REMOTE BID OPENING PROCEDURE**

### **PLEASE NOTE: IN-PERSON PUBLIC BID OPENING PROCEDURE IS CANCELED**

As Covid-19 still is an ongoing threat, we are trying to minimize in-person engagements and conduct as many meetings remotely as possible. **There will be a remote Bid Opening Procedure for each borough as scheduled below.** If you are considering responding to this RFB, please make every effort to participate in this recommended Remote Bid Opening Procedure:

You may join the remote Bid Opening Procedure via the Microsoft Teams link or by phone (audio only). The schedule, Microsoft Teams link or dial-in number and Phone Conference ID for each borough's Remote Bid Opening Procedure is as follows:

#### **1. BROOKLYN PARKS:**

- Schedule: Wednesday, March 15, 2023, 11:00 am to 1:00 pm.

Microsoft Teams Link: [Ctrl-Click here to join the meeting](https://teams.microsoft.com/join/19%3ameeting_M2IwMTU3MDctZmQ2MS00NTNkLWI5YjUtZTViMmY4Y2JhZmNi%40thre.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d) or copy and paste the following link into your web browser: [https://teams.microsoft.com/join/19%3ameeting\\_M2IwMTU3MDctZmQ2MS00NTNkLWI5YjUtZTViMmY4Y2JhZmNi%40thre.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d](https://teams.microsoft.com/join/19%3ameeting_M2IwMTU3MDctZmQ2MS00NTNkLWI5YjUtZTViMmY4Y2JhZmNi%40thre.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d)

Meeting ID: 250 807 202 930  
Passcode: QCYF95

**Or call in (audio only):**

+1 646-893-7101, 268245491#

Phone Conference ID: 268 245 491#

## **2. BRONX & STATEN ISLAND PARKS:**

- Schedule: Wednesday, March 15, 2023, 2:00 pm to 4:00 pm
- Microsoft Teams Link: Ctrl-Click here to join the meeting, or copy and paste the following link into your web browser: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MGI3MTEzOTUtYjUyMy00MzNiLWEwMDUtZTRjNjMzZDQ1ODRI%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGI3MTEzOTUtYjUyMy00MzNiLWEwMDUtZTRjNjMzZDQ1ODRI%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d)

Meeting ID: 240 777 513 634

Passcode: cn5PWQ

- **Or call in (audio only):**

+1 646-893-7101, 437106743#

Phone Conference ID: 437 106 743#

## **3. MANHATTAN PARKS:**

- Schedule: Thursday, March 16, 2023, at 11:00 a.m. to 1:00 p.m.
- Microsoft Teams Link: Ctrl-Click here to join the meeting or copy and paste the following link into your web browser: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YTE0MTA1YWUtMzMxYi00MTU5LTg1ZjUtNmE5YjMyYmIwMWQ2%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTE0MTA1YWUtMzMxYi00MTU5LTg1ZjUtNmE5YjMyYmIwMWQ2%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d)

Meeting ID: 217 968 779 001

Passcode: nAPumR

- **Or call in (audio only):**

+1 646-893-7101, 990704804#

Phone Conference ID: 990 704 804#

## **4. QUEENS PARKS**

- Schedule: Thursday, March 16, 2023, at 2:00 pm to 4:00 pm
- Microsoft Teams Link: Ctrl-Click here to join the meeting, or copy and paste the following link into your web browser: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NzU4OTY5ZGI0MGY1NS00OWUxLWIwZDQtYjcwODhhZWl5Z](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzU4OTY5ZGI0MGY1NS00OWUxLWIwZDQtYjcwODhhZWl5Z)

[WNm%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d](https://wNm%40thread.v2/0?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%225c070957-7f9c-40dc-9687-72b67b3bbb01%22%7d)

Meeting ID: 229 296 886 441

Passcode: QbLrr6

- **Or call in (audio only)**

[+1 646-893-7101](tel:+16468937101), [703408957#](tel:703408957)

Phone Conference ID: 703 408 957#

If you cannot participate via Microsoft Teams or by phone, a summary of bid results will be accessible online at [www.nyc.gov/parks/concessions](http://www.nyc.gov/parks/concessions). Look for the section named “Submit a Bid or Proposal,” and select “View current active solicitations.” Bid results will be posted on or around March 24, 2023.

### **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.
2. Bid Forms & Deposits:
  - Bidders should clearly indicate their name and address on the face of the MONEY ORDERS, CERTIFIED BANK CHECK, OFFICIAL BANK CHECK, OR CASHIER'S CHECK submitted for the bid deposit. Bidder must submit one (1) original and one (1) copy of the bid form per envelope.
  - Please note that NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.
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. Proposed Design:
  - Bidders should submit designs showing the proposed Mobile Food Units. All final designs of the Mobile Food Unit must conform to the design specifications listed in this RFB and must receive prior written approval from 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.
- All plans, schedules, services, menu items, merchandise, prices and fees, and hours of operation are subject to Parks' prior, written approval.
- Bidders should submit an estimated number of full-, part-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**

Parks 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 Requests 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 (See Public Officers Law, Sections 87 and 89). 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.

Bidders should be aware that this concession will be developed and operated pursuant to a Permit issued by Parks. Notwithstanding any language contained herein, the license agreement is terminable at will by the Commissioner at any time. In the event this Permit is terminated, Parks will not reimburse concessionaire's unamortized capital improvement costs.

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 award of the 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 to 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.

Sue M. Donoghue  
Parks Commissioner

**SOLICITATION CWB-2022-A**

**For the Sale of Food from Mobile Food Units at Various Parks Citywide**

**BID FORM – FEE OFFER**

**BID DUE DATE & TIME: MARCH 10, 2023, at 2:00 P.M.**

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

**PLEASE SUBMIT ONE (1) BID FORM AND ONE (1) COPY PER ENVELOPE**

Copy information exactly as it appears in this Request for Bids. All information on this form must be typewritten or written legibly in ink. Erasures or alteration shall be initialed by the signer in ink and all bids shall be signed in ink.

(PLEASE USE A SEPARATE BID FORM FOR EACH LOCATION)

**PERMIT PROPERTY # (See *Exhibit A*):** \_\_\_\_\_

**NAME OF PARK:** \_\_\_\_\_

**LOCATION IN PARK:** \_\_\_\_\_

**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 \$ \_\_\_\_\_

***Note:*** Parks anticipates an increase of Permit fee for each subsequent operating year. Parks strongly encourages an increase of at least 5% between operating years; and will not consider increase of more than 10% between operating years for Central Park vending locations.

***Reminder:*** The bid deposit is \$750 for each non-Central Park vending locations; AND \$5,000 for each vending location at Central Park. **All Electronic Bid Submissions should include a legible scan or pdf copy of the bid deposit. See Section II(B)(6)(a) for instructions. The actual bid deposit must be postmarked by no later than the due date and time (see Section IIB).**

I certify that all information provided on this form is correct.

\_\_\_\_\_  
Print Name/Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SOLICITATION CWB-2022-A**

**For the Sale of Food from Mobile Food Units at Various Parks Citywide**

**ADDITIONAL INFORMATION**

**BID DUE DATE & TIME: MARCH 10, 2023, at 2:00 P.M.**

**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: ( ) \_\_\_\_\_ MOBILE/CELLULAR: ( ) \_\_\_\_\_

HOME: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

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

EMAIL: \_\_\_\_\_

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

<u>Description</u>	<u>Expiration Date</u>
NY State Sales Tax ID: (Not SSN or EIN) _____	_____
DOHMH Mobile Food Vendor CAMIS ID #: _____	_____
EIN Tax I.D. Number: (if applicable) _____	_____
Have you operated at this park previously? Yes <input type="checkbox"/> No <input type="checkbox"/>	

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: PARKS CITYWIDE MOBILE FOOD VENDING LOCATIONS

## BRONX PARKS MOBILE FOOD VENDING LOCATIONS

<u>PARK</u> <u>Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required</u> <u>Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General</u> <u>Conditions)</u>	<u>Permit Property</u> <u>Number</u>	<u>Date</u> <u>Available</u>	<u>Expiration</u> <u>Date</u>
Joyce Kilmer (Formally Borough Hall Playground) <b>Processing or Non- Processing Unit</b>	Entrance to Borough Hall Park Playground		X1-A-C	1/1/2023	12/31/2027
Barnhill Triangle <b>Mobile Truck</b>	Along Kingsbridge Road		X1-B-MT	1/1/2023	12/31/2027
Claremont Park <b>Mobile Truck</b>	Teller Avenue, Between 172nd Street & Morris Avenue		X8-3-MT	1/1/2023	12/31/2027
Devoe Park <b>Mobile Truck</b>	University Avenue between West Fordham Road. & Zeiser Pl.		X13-MT	1/1/2023	12/31/2027
Fort Independence Playground <b>Mobile Truck</b>	Along Sedgwick Avenue		X20-MT	1/1/2023	12/31/2027
Hugh Grant Circle <b>Processing or Non- Processing Unit</b>	East 177 Street, Westchester Avenue and Virginia Avenue		X25-C	1/1/2023	12/31/2027
Joyce Kilmer Park <b>Mobile Truck or Processing or Non- Processing Unit</b>	Exact location subject to Parks' approval		X28-MT/C	1/1/2023	12/31/2027
John Mullaly Park <b>Processing or Non- Processing Unit</b>	On the corner of East 165 <sup>th</sup> Street and River in front of Park entrance		X34-C	1/1/2023	12/31/2027
Maurice Muller Park <b>Processing or Non- Processing Unit</b>	Creston Avenue & East 190 <sup>th</sup> Street		X35-A-C	1/1/2023	12/31/2027
Pelham Bay Park <b>Mobile truck or Processing or Non- Processing Unit</b>	All Children's Playground		X39-1-MT/C	1/1/2023	12/31/2027
Pelham Bay Park <b>Mobile Truck</b>	Entrance at Bruckner Boulevard & Middletown Road		X39-4-MT	1/1/2023	12/31/2027
Poe Park <b>Mobile Truck</b>	Entrance by Grand Concourse and East 192 <sup>nd</sup> Street		X40- MT	1/1/2023	12/31/2027
Saint Mary's Park <b>Mobile Truck</b>	Exact Location subject to Parks' approval		X45-MT	1/1/2023	12/31/2027
Slattery Playground <b>Mobile Truck</b>	Northwest corner of East 183 <sup>rd</sup> Street & Valentine Avenue		X85-MT	1/1/2023	12/31/2027
L. Zimmerman playground trucks <b>Mobile Truck</b>	Barker, Britton, Olinville		X87-102-214- MT	1/1/2023	12/31/2027
Pugsley Creek Park <b>Mobile Truck</b>	Along Lacombe, Pugsley, Randall Avenues, and Stickball Boulevard		X88-2-MT	1/1/2023	12/31/2027
BRONX VENDING LOCATIONS CONTINUE NEXT PAGE					

<b><u>PARK Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required Additional Indemnities (per section 26 of the General Conditions)</u></b>	<b><u>Permit Property Number</u></b>	<b><u>Date Available</u></b>	<b><u>Expiration Date</u></b>
Van Cortlandt Park <b>Processing or Non-Processing Unit</b>	West Gun Hill Road and Jerome Avenue		X92-J-C	1/1/2023	12/31/2027
Van Cortlandt Park <b>Processing or Non-Processing Unit</b>	Broadway Between West 240 <sup>th</sup> & 242 <sup>nd</sup> near tennis/handball courts		X92-11-C	1/1/2023	12/31/2027
Woodlawn Memorial Park <b>Mobile Truck</b>	E 238th Street, Oneida Avenue, Van Cortlandt Park East		X96-MT	1/1/2023	12/31/2027
Ciccarone Park <b>Mobile Truck</b>	East 188 <sup>th</sup> Street, Hughes Avenue to Arthur Avenue		X102-MT	1/1/2023	12/31/2027
Belmont Playground <b>Mobile Truck</b>	East 181 <sup>st</sup> , E182th, Crotona & Belmont		X108-MT	1/1/2023	12/31/2027
Bufano Park <b>Mobile Truck</b>	Bradford, Edison, La Salle & Waterbury Avenues		X121-MT	1/1/2023	12/31/2027
Colucci Playground <b>Mobile Truck</b>	Wilkinson & Mayflower Avenues		X122-MT	1/1/2023	12/31/2027
Ferry Point Park <b>Processing Unit</b>	Near the Hutchinson River Parkway Service Road Adjacent to Soccer Field #1		X126-1-C	1/1/2023	12/31/2027
Harris Park <b>Mobile Truck or Processing or Non-Processing Unit</b>	Inside the park along Bedford Park Boulevard W. between Goulden and Paul		X136-MT/C	1/1/2023	12/31/2027
Starlight Park <b>Processing or Non-Processing Unit</b>	Near the southern entrance near new sitting area	Bronx River Alliance	X147-A-C	1/1/2023	12/31/2027
Peace Park <b>Mobile Trucks</b>	Clay Avenue & Cross Bronx Expressway Service Rd		X148E-258-MT	1/1/2023	12/31/2027
Castle Hill Playground <b>Mobile Trucks</b>	P.O. Serrano Playground: Olmsted, Tumbull & Lafayette Avenues		X151-MT	1/1/2023	12/31/2027
Phillip Mazzei Playground <b>Mobile Truck</b>	Along Williamsbridge Road & Mave Avenue		X157-MT	1/1/2023	12/31/2027
Stars & Stripes Playground <b>Processing or Non-Processing Unit</b>	Along Crawford Avenue & Baychester Avenue		X193-C	1/1/2023	12/31/2027
Haffen Park <b>Mobile Truck</b>	Burke, Ely & Gunter Avenue		X196-MT	1/1/2023	12/31/2027
BRONX VENDING LOCATIONS CONTINUE NEXT PAGE					

<b><u>PARK</u> <u>Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required Additional Indemnities (per section 26 of the General Conditions)</u></b>	<b><u>Permit Property Number</u></b>	<b><u>Date Available</u></b>	<b><u>Expiration Date</u></b>
Captain Rivera, Pontiac, Abigail, Fountain, Youth Playground <b>Mobile Truck</b>	Captain Rivera Playground, Pontiac, Abigail, Fountain of Youth and Grove Hill Playground		X194-207-216- 233-235-MT	1/1/2023	12/31/2027
Seton Park <b>Mobile Truck</b>	W 235th Street & Independence Avenue		X201-MT	1/1/2023	12/31/2027
Story Playground <b>Mobile Truck</b>	Theriot, Story, and Taylor Avenues		X204-MT	1/1/2023	12/31/2027
Julio Carballo Fields <b>Processing or Non- Processing Unit</b>	Julio Carballo Fields, Baretto Street		X260-MT\C	1/1/2023	12/31/2027
Hunts Point Riverside Park, Recreation Center, and Playground <b>Mobile Truck</b>	Hunts Point Park, Recreation Center, and Playground		X336-1-MT	1/1/2023	12/31/2027
Mill Pond Park <b>Mobile Truck</b>	Gateway Center Boulevard		X344-MT	1/1/2023	12/31/2027

### **BROOKLYN PARKS MOBILE FOOD VENDING LOCATIONS**

<b><u>PARK</u> <u>Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required Additional Indemnities (per section 26 of the General Conditions)</u></b>	<b><u>Permit Property Number</u></b>	<b><u>Date Available</u></b>	<b><u>Expiration Date</u></b>
Canarsie Park <b>Processing or Non- Processing Unit</b>	Canarsie Park, near the fieldhouse between E. 88th St and E. 89th Street		B18-C	1/1/2023	12/31/2027
Carroll Park <b>Mobile Truck</b>	President St/Court St/Carroll St and Smith St		B19-MT	1/1/2023	12/31/2027
Fort Green Park <b>Mobile Truck</b>	Dekalb Avenue between Washington Park & Fort Greene Place		B32-MT	1/1/2023	12/31/2027
Lower Highland Playground <b>Mobile Truck or Processing or Non- Processing Unit</b>	Jamaica Avenue and Elton Street		B47-2-MT	1/1/2023	12/31/2027

BROOKLYN VENDING LOCATIONS CONTINUE NEXT PAGE

<b><u>PARK</u> <u>Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required Additional Indemnities (per section 26 of the General Conditions)</u></b>	<b><u>Permit Property Number</u></b>	<b><u>Date Available</u></b>	<b><u>Expiration Date</u></b>
Lincoln Terrace Park <b>Processing or Non-Processing Unit</b>	Park Path Connecting Rochester Avenue		B54-C	1/1/2023	12/31/2027
McCarren Park <b>Processing or Non-Processing Unit</b>	Lorimer, Bayard and Union Streets		B58-2-C	1/1/2023	12/31/2027
McKinley Park <b>Processing or Non-Processing Unit</b>	At Bay Ridge and Ft. Hamilton Parkways		B60-C	1/1/2023	12/31/2027
Shore Road Park <b>Processing or Non-Processing Unit</b>	Parking Lot area adjacent to Belt Pkwy near Bay 8 <sup>th</sup> Street		B82-4-MT	1/1/2023	12/31/2027
Shore Road Park <b>Processing or Non-Processing Unit</b>	The promenade at Bay Ridge Avenue and Belt Parkway		B82-5-C	1/1/2023	12/31/2027
Shore Road Park <b>Mobile Truck or Processing or Non-Processing Unit</b>	Along Shore Road between 77 <sup>th</sup> and 79 <sup>th</sup> Streets		B82-5-MT	1/1/2023	12/31/2027
Martin Luther King Playground <b>Mobile Truck</b>	Martin Luther Playground at 56 <sup>th</sup> Street, in front of hospital		B98-MT	1/1/2023	12/31/2027
Seth Low Playground <b>Processing or Non-Processing Unit</b>	Between Bay Parkway and Avenue P		B100-C	1/1/2023	12/31/2027
Colonel David Markus Playground <b>Mobile Truck</b>	East 5th Street and Avenue P		B128-MT	1/1/2023	12/31/2027
Paul Kolbert Park <b>Mobile Food Truck</b>	Paul Kolbert Park and 17th Street		B150-MT	1/1/2023	12/31/2027
BROOKLYN VENDING LOCATIONS CONTINUE NEXT PAGE					

<u>PARK Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required Additional Indemnities (per section 26 of the General Conditions)</u>	<u>Permit Property Number</u>	<u>Date Available</u>	<u>Expiration Date</u>
Sperandeo Brothers Playground  <b>Processing or Non- Processing Unit</b>	Linwood Street and Elton/Atlantic Avenues		B163-C	1/1/2023	12/31/2027
Russell Pederson Playground  <b>Processing or Non- Processing Unit</b>	Colonial Road, 83rd and 85th Streets		B192-C	1/1/2023	12/31/2027
Paerdegat Park Mobile Truck or <b>Processing or Non- Processing Unit</b>	Foster Avenue, Albany Road and Farragut Road		B218-MT	1/1/2023	12/31/2027
Callahan Kelly Playground <b>Breakfast Unit</b>	Fulton Street and Van Sinderen Avenue		B219-BC	1/1/2023	12/31/2027
Pierrepont Playground <b>Mobile Truck</b>	Montague Street and Pierrepont Place		B222-MT	1/1/2023	12/31/2027
John Hancock Playground <b>Processing or Non- Processing Unit</b>	Intersection of Spencer Place & Hancock Street		B237-C	1/1/2023	12/31/2027
Fox Playground <b>Processing or Non- Processing Truck</b>	Avenue H and Avenue I Between E. 54th and E. 55th Streets		B248-MT	1/1/2023	12/31/2027
West Playground <b>Mobile Truck or Processing or Non- Processing Unit</b>	West Street between Avenue Y & Avenue Z		B252-MT	1/1/2023	12/31/2027
George Wingate HS Playground  <b>Processing or Non- Processing Truck</b>	Winthrop Street between Brooklyn Avenue and Kingston Avenue		B254-MT	1/1/2023	12/31/2027
Underwood Park <b>Mobile Truck</b>	Between Lafayette Avenue & DeKalb Avenue		B259-MT	1/1/2023	12/31/2027

**MANHATTAN MOBILE FOOD VENDING LOCATIONS**

<b><u>PARK</u></b> <b><u>MOBILE FOOD UNIT</u></b> <b><u>TYPE</u></b>	<b><u>Vending Location</u></b>	<b><u>Required</u></b> <b><u>Additional</u></b> <b><u>Indemnities (per</u></b> <b><u>section 26 of the</u></b> <b><u>General</u></b> <b><u>Conditions)</u></b>	<b><u>PARKS Permit</u></b> <b><u>Property#</u></b>	<b><u>Date</u></b> <b><u>Available</u></b>	<b><u>Expiration</u></b> <b><u>Date</u></b>
Central Park <b>Non-Processing Unit</b>	Northeast corner of Hecksher Ballfields near West 65 <sup>th</sup> Street	Central Park Conservancy	M10-W65-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Mobile Unit</b>	East 72 <sup>nd</sup> Street and East Drive (adjacent to pedestrian pathway to Rumsey Field) near Lamppost #E70002. Parks reserves the right to determine the exact location of concession operations	Central Park Conservancy	M10-72-ED-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Mobile Unit</b>	West Drive and West 96 <sup>th</sup> Street	Central Park Conservancy	M10-W96-WD-C	1/1/2023	12/31/2027
Jackie Robinson Park <b>Mobile Food Truck</b>	Bradhurst Avenue, between West 145 <sup>th</sup> Street and West 155 <sup>th</sup> Street		M14-MT	1/1/2023	12/31/2027
Highbridge Park <b>Mobile Food Truck</b>	West 172 <sup>nd</sup> Street and Amsterdam Avenue		M37-2-MT	1/1/2023	12/31/2027
James J. Walker Park Pool <b>Non-Processing Unit</b>	Carmine Pool, Clarkson Street & 7 <sup>th</sup> Avenue		M38-C	1/1/2023	12/31/2027
Alice Kornegay Playground/Harlem River Park <b>Processing Unit or Ice Cream Truck</b>	Harlem River Park, East 128 <sup>th</sup> Street and Lexington Avenue, park side at 128 <sup>th</sup> Street		M39-(2)-C/MT	1/1/2023	12/31/2027
Inwood Hill <b>Non-Processing Unit</b>	Inwood Hill Park, near playground, Indian Road and West 214 <sup>th</sup> Street		M42-1-C	1/1/2023	12/31/2027
Inwood Hill Park <b>Processing Unit</b>	Along the path on the perimeter of the southern soccer fields, Dyckman Fields		M42-11-C	1/1/2023	12/31/2027
MANHATTAN VENDING LOCATIONS CONTINUE NEXT PAGE					

<b><u>PARK</u> <u>Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required</u> <u>Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General</u> <u>Conditions)</u></b>	<b><u>Permit Property</u> <u>Number</u></b>	<b><u>Date</u> <u>Available</u></b>	<b><u>Expiration</u> <u>Date</u></b>
Isham Park <b>Non-Processing Unit</b>	Northwest corner, Cooper & Isham Streets, across from school; after 11:00 a.m.		M43-1-C	1/1/2023	12/31/2027
John Jay Park <b>Non-Processing Unit</b>	Cherokee Place between East 76 <sup>th</sup> Street and East 79 <sup>th</sup> Street		M45-C	1/1/2023	12/31/2027
Morningside Park <b>Processing Unit</b>	Morningside Drive, between West 113 & West 114 Streets, near Saint Luke's Hospital Outpatient Clinics; until 11 a.m.		M56-C	1/1/2023	12/31/2027
Marcus Garvey Park <b>Processing Unit</b>	Between East 121 <sup>st</sup> and East 123 <sup>rd</sup> Street and Madison Avenue. With Parks' approval, concession may operate park side of Mount Morris Park West during special events at the Amphitheater.		M58-C	1/1/2023	12/31/2027
Gertrude B. Kelly Playground <b>Non-Processing Unit</b>	Outside Park entrance at 17 <sup>th</sup> Street, between 8 <sup>th</sup> and 9 <sup>th</sup> Avenues		M66-(2)-C	1/1/2023	12/31/2027
Riverside Park <b>Non-Processing Unit</b>	Northern end of the West 96 <sup>th</sup> Street Tennis Courts	Riverside Park Conservancy	M71-W96-C	1/1/2023	12/31/2027
Riverside Park <b>Non-Processing Unit</b>	West 108 <sup>th</sup> Street and Riverside Drive	Riverside Park Conservancy	M71-W108-C	1/1/2023	12/31/2027
Riverside Park <b>Processing Unit</b>	Near Playground entrance near West 148 <sup>th</sup> Street, Riverside Park Recreation area, but not inside Parking Lot.	Riverside Park Conservancy	M72-W148-C	1/1/2023	12/31/2027
Riverside Park <b>Processing Unit</b>	Between North and South Parking Lots (not inside Parking Lot) at approximately West 150th Street, Riverside Park (North)	Riverside Park Conservancy	M72-W151-C	1/1/2023	12/31/2027
Saint Nicholas <b>Non-Processing Unit</b>	Saint Nicolas Terrace and West 135th Street, behind City College		M77-C	1/1/2023	12/31/2027

MANHATTAN VENDING LOCATIONS CONTINUE NEXT PAGE



<u>PARK Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required Additional Indemnities (per section 26 of the General Conditions)</u>	<u>Permit Property Number</u>	<u>Date Available</u>	<u>Expiration Date</u>
Sakura Park <b>Non-Processing Unit</b>	Sakura Park, east side of Riverside Drive and West 122nd Street, sidewalk adjacent to Park entrance	Riverside Park Conservancy	M87-W122-C	1/1/2023	12/31/2027
Little Flower Playground <b>Non-Processing Unit</b>	Madison Street Near Playground		M132-C	1/1/2023	12/31/2027
Robert Moses Playground <b>Processing Unit</b>	East 41 <sup>st</sup> Street between 1 <sup>st</sup> Avenue & FDR Drive		M158-C	1/1/2023	12/31/2027
Fred Samuel Playground <b>Mobile Truck</b>	Fred Samuel Playground (Lenox Avenue, W139-W140 Streets), Renaissance Park (F. Douglass Boulevard, W143-W144 Streets), Holcombe Rucker Park (F. Douglass Boulevard & West 155 <sup>th</sup> Streets)		M160-M216-MT	1/1/2023	12/31/2027
Asser Levy Recreation Center <b>Non-Processing Unit</b>	Outside the pool area at Asser Levy Pool, at East 23rd Street and Asser Levy Place. Exact location subject to approval.		M164-C	1/1/2023	12/31/2027
Anibal Alives Playground; Bloomingdale Playground\PS 145; Frederick Douglass Playground, and Happy Warrior Playground <b>Mobile Food Truck</b>	Includes mobile food truck operations at Anibal Alives Playground: West 107 <sup>th</sup> to West 108 <sup>th</sup> Streets between Amsterdam and Columbus Avenues; Bloomindale Playground\PS 145: Between West 104 <sup>th</sup> and 105 <sup>th</sup> Streets, between Amsterdam and Columbus Avenues; Frederick Douglass Houses Playground: West 101 <sup>st</sup> and 102 <sup>nd</sup> Streets and Amsterdam Avenue, and Happy Warrior Playground: Between West 97 <sup>th</sup> and West 98 <sup>th</sup> and Amsterdam Avenue		M200/200A/200 /229-MT	1/1/2023	12/31/2027

MANHATTAN VENDING LOCATIONS CONTINUE NEXT PAGE

<u>PARK</u> <u>Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General</u> <u>Conditions)</u>	<u>Permit Property</u> <u>Number</u>	<u>Date</u> <u>Available</u>	<u>Expiration</u> <u>Date</u>
Abraham Lincoln Playground <b>Processing Unit</b>	Southeast corner of 135 <sup>th</sup> Street. & 5 <sup>th</sup> Avenue		M193-C	1/1/2023	12/31/2027
Wald Playground <b>Non-Processing Mobile</b> <b>Unit</b>	East Houston Street, West of FDR Drive		M201-C	1/1/2023	12/31/2027
Jacob Schiff Playground <b>Processing Unit</b>	Southwest corner of Amsterdam Avenue and West 138 <sup>th</sup> Street		M223-C	1/1/2023	12/31/2027
P.S. 155 Playground <b>Mobile Food Truck</b>	East 117 <sup>th</sup> Street to East 118 <sup>th</sup> Street, between 1 <sup>st</sup> and 2 <sup>nd</sup> Avenue		M239-MT	1/1/2023	12/31/2027
Dry Dock Outdoor Pool <b>Non-Processing Unit</b>	East 10 <sup>th</sup> Street and Szold Plaza		M270-C	1/1/2023	12/31/2027

### **SIGNIFICANT CENTRAL PARK MOBILE FOOD VENDING LOCATIONS**

<u>Park</u> <u>Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General Conditions)</u>	<u>PARKS Permit</u> <u>Property#</u>	<u>Date</u> <u>Available</u>	<u>Expiration</u> <u>Date</u>
Central Park <b>Non-Processing Unit</b>	7 <sup>th</sup> Avenue and West 60 <sup>th</sup> Street entrance to Heckscher Building	Central Park Conservancy	M10-W60-HP-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	South-end of path leading to Heckscher Building	Central Park Conservancy	M10-W61-HP-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	East Drive and East 61 <sup>st</sup> Street, entrance to Pond	Central Park Conservancy	M10-61-ED-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	East side of Sheep Meadow, near East 66 <sup>th</sup> Street	Central Park Conservancy	M10-E66-SM-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	East side of West Drive and West 67 <sup>th</sup> Street	Central Park Conservancy	M10-W67-C	1/1/2023	12/31/2027
CENTRAL PARK MOBILE FOOD VENDING LOCATIONS CONTINUE NEXT PAGE					

<u>PARK</u> <u>Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General</u> <u>Conditions)</u>	<u>Permit Property</u> <u>Number</u>	<u>Date</u> <u>Available</u>	<u>Expiration</u> <u>Date</u>
Central Park <b>Non-Processing Unit</b>	Central Park Mall Area, Northwest of the Bandshell	Central Park Conservancy	M10-72-1A-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	Central Park Mall Area, southwest of Bandshell	Central Park Conservancy	M10-72-1B-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	Path (at the north side of East 72 <sup>nd</sup> Street Transverse) that leads to Conservatory Water	Central Park Conservancy	M10-72-CW-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	West Drive between West 74 <sup>th</sup> and West 75 <sup>th</sup> Streets	Central Park Conservancy	M10-74-WD-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	West 81 <sup>st</sup> Street and West Drive	Central Park Conservancy	M10-81-WD-C	1/1/2023	12/31/2027
Central Park <b>Non-Processing Unit</b>	East side of the Great Lawn, between East 82 <sup>nd</sup> And East 83 <sup>rd</sup> Streets, in proximity to lamppost #8208	Central Park Conservancy	M10-E82-GL-C	1/1/2023	12/31/2027

CONTINUE TO NEXT PAGE FOR QUEENS and STATEN ISLAND VENDING LOCATIONS

### QUEENS PARKS MOBILE FOOD VENDING LOCATIONS

<u>Park</u> <u>Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General</u> <u>Conditions)</u>	<u>Permit</u> <u>Property</u> <u>Number</u>	<u>Date</u> <u>Available</u>	<u>Expiration</u> <u>Date</u>
Grover Cleveland Park <b>Mobile Truck</b>	Stanhope Street and Grandview Avenue		Q2-MT	1/1/2023	12/31/2027
Baisley Pond Park <b>Processing Unit</b>	118 Avenue & 155 <sup>th</sup> Street		Q5-C	1/1/2023	12/31/2027
Baisley Pond Park <b>Processing Unit</b>	150 <sup>th</sup> Street & Rockaway Boulevard		Q5-1-C	1/1/2023	12/31/2027
Bowne Park <b>Mobile Truck</b>	Bayside Avenue between 155 <sup>th</sup> Street to 159 <sup>th</sup> Street, on 29 <sup>th</sup> Avenue		Q6-MT	1/1/2023	12/31/2027
Bayswater Park <b>Mobile Truck</b>	Along Bay 32 <sup>nd</sup> Street between Beach Channel Drive and Falcon Drive		Q7-MT	1/1/2023	12/31/2027
Poppenhusen Playground <b>Processing Unit</b>	20 <sup>th</sup> Avenue between 123 <sup>rd</sup> & 124 <sup>th</sup> Streets		Q11-C	1/1/2023	12/31/2027
Crocheron Park <b>Mobile Truck</b>	On the perimeter of park, between 33 <sup>rd</sup> Avenue & 35 <sup>th</sup> Avenue		Q12-MT	1/1/2023	12/31/2027
Forest Park <b>Non-Processing Unit</b>	Southern End of Running Track at Victory Field	Forest Park Trust	Q15-C	1/1/2023	12/31/2027
Forest Park <b>Mobile Truck</b>	Victory Field: Woodhaven Boulevard between Forest Park Drive and Myrtle Avenue, Adjacent to the track	Forest Park Trust	Q15-2-MT	1/1/2023	12/31/2027
Forest Park <b>Processing Unit</b>	Jackson Pond Playground: Near the intersection of Park Lane South and 108 <sup>th</sup> Street	Forest Park Trust	Q15-3-C	1/1/2023	12/31/2027
Cunningham Park <b>Processing Unit</b>	Between Horace Harding Expressway and Grand Central Parkway		Q21-C	1/1/2023	12/31/2027
QUEENS VENDING LOCATIONS CONTINUE NEXT PAGE					

<u>Park</u> <u>Mobile Food Unit Type</u>	<u>Vending Location</u>	<u>Required</u> <u>Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General</u> <u>Conditions)</u>	<u>Permit</u> <u>Property</u> <u>Number</u>	<u>Date</u> <u>Available</u>	<u>Expiration</u> <u>Date</u>
Rafferty Triangle <b>Mobile Truck</b>	44th Drive and Hunter St		Q36-A-MT	1/1/2023	12/31/2027
Triborough Bridge Playgrounds <b>Non-Processing Unit</b>	Perimeter of Park - Hoyt Avenue N to Hoyt Avenue S, between 21st to 31st Streets		Q66-C	1/1/2023	12/31/2027
General Hart Playground <b>Mobile Truck</b>	Perimeter of the park, Broadway to 37th Avenue, 65th to 69th Streets		Q67-MT	1/1/2023	12/31/2027
Triangle 90 <b>Processing Unit</b>	90 <sup>th</sup> Street at Roosevelt Avenue		Q68-C	1/1/2023	12/31/2027
Frank D. O'Connor Playground <b>Non-Processing Unit</b>	Broadway between 78 <sup>th</sup> & 79 <sup>th</sup> Streets		Q98-C	1/1/2023	12/31/2027
Flushing Meadows Corona Park <b>Mobile Truck</b>	Herbert Hoover Promenade and Avenue of Commerce	The Alliance for Flushing Meadows Corona Park	Q99-MT	1/1/2023	12/31/2027
Flushing Meadows Corona Park <b>Mobile Truck</b>	Inside Park Near Hall of Science	The Alliance for Flushing Meadows Corona Park	Q 99-HS-MT	1/1/2023	12/31/2027
Flushing Meadows Corona Park <b>Mobile Truck</b>	Near South Bridge by Queens Wildlife Preservation Center	The Alliance for Flushing Meadows Corona Park	Q99-Z-MT	1/1/2023	12/31/2027
Flushing Meadows Corona Park <b>Processing Unit</b>	North corner of soccer field # 5	The Alliance for Flushing Meadows Corona Park	Q99-1-C	1/1/2023	12/31/2027
Flushing Meadows Corona Park <b>Mobile Truck</b>	On pathway off of the hex blocks east of Unisphere, approximately beneath Africa on the globe	The Alliance for Flushing Meadows Corona Park	Q99-1-MT	1/1/2023	12/31/2027
Flushing Meadows Corona Park <b>Mobile Truck</b>	Fountain of Planets, Facing Promenade	The Alliance for Flushing Meadows Corona Park	Q99-4-MT	1/1/2023	12/31/2027
Flushing Meadows Corona Park <b>Mobile Truck</b>	Outer pathway of Meadow Lake	The Alliance for Flushing Meadows Corona Park	Q99-11-MT	1/1/2023	12/31/2027
Queensbridge Park <b>Processing or Non- Processing Unit</b>	By comfort station at south end of park		Q104-C	1/1/2023	12/31/2027

QUEENS VENDING LOCATIONS CONTINUE NEXT PAGE

<b><u>Park</u> <u>Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required</u> <u>Additional</u> <u>Indemnities (per</u> <u>section 26 of the</u> <u>General</u> <u>Conditions)</u></b>	<b><u>Permit</u> <u>Property</u> <u>Number</u></b>	<b><u>Date</u> <u>Available</u></b>	<b><u>Expiration</u> <u>Date</u></b>
Laurelton Playground <b>Non-Processing Unit</b>	Brookville Boulevard and 137 <sup>th</sup> Avenue		Q108-C	1/1/2023	12/31/2027
Frank Principe Park / Maurice Park <b>Mobile Truck</b>	Park Entrance to softball fields on Maurice Avenue		Q131-MT	1/1/2023	12/31/2027
Columbus Square <b>Processing Unit</b>	Hoyt Avenue, Astoria Boulevard & 31 <sup>st</sup> Street		Q137-C	1/1/2023	12/31/2027
Corporal Ruoff Square <b>Processing Unit</b>	Liberty Avenue and Rockaway Boulevard		Q190-C	1/1/2023	12/31/2027
Lt. Frank McConnell Park <b>Processing Unit</b>	Atlantic Avenue to 94 <sup>th</sup> Avenue and Lefferts Boulevard to 120 <sup>th</sup> Street		Q217-C	1/1/2023	12/31/2027
Dr. Charles R Drew Memorial Park <b>Mobile Truck</b>	Van Wyck Expressway, 116 <sup>th</sup> Avenue, 140 <sup>th</sup> Street, and 115 <sup>th</sup> Avenue		Q220-MT	1/1/2023	12/31/2027
Dwyer Square <b>Processing Unit</b>	Northern Boulevard between 47 <sup>th</sup> and 34 <sup>th</sup> Avenue		Q232-C	1/1/2023	12/31/2027
Kissena Corridor <b>Mobile Truck</b>	Utopia Parkway and Underhill		Q300-MT	1/1/2023	12/31/2027
Travers Park <b>Non-Processing Unit</b>	78 <sup>th</sup> Street Plaza		Q303-C	1/1/2023	12/31/2027
P.S. 176 Playground <b>Mobile Truck</b>	236 <sup>th</sup> Street & 121 <sup>st</sup> Street		Q307-MT	1/1/2023	12/31/2027
Bowne Playground <b>Mobile Truck</b>	Union Street & Sanford Avenue		Q308-MT	1/1/2023	12/31/2027
Arverne Playground <b>Processing or Non- Processing Unit</b>	Rockaway Beach Boulevard at playground entrance, Between Beach 54 and Beach 55 Streets		Q313-C	1/1/2023	12/31/2027
Woodtree Playground <b>Mobile Truck</b>	37 <sup>th</sup> Street		Q332-MT	1/1/2023	12/31/2027
Admiral Playground <b>Mobile Truck</b>	Little Neck Parkway and 43 <sup>rd</sup> Avenue		Q338-MT	1/1/2023	12/31/2027
Redfern Playground <b>Mobile Truck</b>	In front of park entrance on Redfern Avenue, or on Beach 12 Street		Q345-MT	1/1/2023	12/31/2027
Colden Playground <b>Mobile Truck</b>	Union Street and 31 <sup>st</sup> Road, West of Park Entrance		Q347-MT	1/1/2023	12/31/2027
JHS 158/Marie Curie Park <b>Mobile Truck</b>	Perimeter of Park by 211 <sup>th</sup> Street & 46 <sup>th</sup> Avenue		Q364-MT	1/1/2023	12/31/2027

QUEENS VENDING LOCATIONS CONTINUE NEXT PAGE

<b><u>Park</u></b> <b><u>Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required</u></b> <b><u>Additional</u></b> <b><u>Indemnities (per</u></b> <b><u>section 26 of the</u></b> <b><u>General</u></b> <b><u>Conditions)</u></b>	<b><u>Permit</u></b> <b><u>Property</u></b> <b><u>Number</u></b>	<b><u>Date</u></b> <b><u>Available</u></b>	<b><u>Expiration</u></b> <b><u>Date</u></b>
Helen Marshall Playground <b>Mobile Truck</b>	25 <sup>th</sup> Avenue between 98 <sup>th</sup> and 100 <sup>th</sup> Streets		Q373-MT	1/1/2023	12/31/2027
Albert Montbellier Park <b>Mobile Truck</b>	Perimeter of the park along East Gate Plaza, Springfield Boulevard, 139 <sup>th</sup> Avenue		Q396-MT	1/1/2023	12/31/2027
Oakland Gardens <b>Mobile Truck</b>	Perimeter of Park by 56 <sup>th</sup> Avenue & Springfield Boulevard		Q400-MT	1/1/2023	12/31/2027
East Springfield Playground <b>Mobile Truck</b>	P.S. 147 Playground, 115 <sup>th</sup> Road between 218 <sup>th</sup> & 219 <sup>th</sup> Streets		Q404-MT	1/1/2023	12/31/2027
Hart Playground <b>Mobile Truck</b>	147 <sup>th</sup> Street between 26 <sup>th</sup> and 27 <sup>th</sup> Avenues		Q419-MT	1/1/2023	12/31/2027
Yellowstone Playground <b>Mobile Playground</b>	Yellowstone Boulevard and 68 <sup>th</sup> Avenue		Q425-MT	1/1/2023	12/31/2027
Horace Harding Playground <b>Processing Unit</b>	Front of playground, 62 <sup>nd</sup> Drive between 97 <sup>th</sup> Place & 98 <sup>th</sup> Street		Q428-C	1/1/2023	12/31/2027
Murray Hill Playground <b>Mobile Truck</b>	P.S. 22 Playground, Murray Street and Sanford Avenue		Q437-MT	1/1/2023	12/31/2027

#### STATEN ISLAND MOBILE FOOD VENDING LOCATIONS

<b><u>PARK</u></b> <b><u>Mobile Food Unit</u></b> <b><u>Type</u></b>	<b><u>VENDING LOCATION</u></b>	<b><u>Required</u></b> <b><u>Additional</u></b> <b><u>Indemnities (per</u></b> <b><u>section 26 of the</u></b> <b><u>General</u></b> <b><u>Conditions)</u></b>	<b><u>PROPERTY</u></b> <b><u>PERMIT #</u></b>	<b><u>DATE</u></b> <b><u>AVAILABLE</u></b>	<b><u>EXPIRATION</u></b> <b><u>DATE</u></b>
Barrett Triangle <b>Non-Processing Unit</b>	Bay Street (exact location subject to Parks' approval)		R4-C	1/1/2023	12/31/2027
Clove Lakes Park <b>Non-Processing Unit</b>	Martling Avenue between Slosson Avenue and Brookside		R5-4-C	1/1/2023	12/31/2027
Conference House Park Mobile Truck or <b>Processing or Non-</b> <b>Processing Unit</b>	Conference House visitors Center Parking Lot		R6-C/MT	1/1/2023	12/31/2027
Fresh Kills <b>Mobile Truck</b>	Fresh Kills Owl Hollow Field		R17-MT	1/1/2023	12/31/2027

STATEN ISLAND VENDING LOCATIONS CONTINUE NEXT PAGE

<b><u>Park</u> <u>Mobile Food Unit Type</u></b>	<b><u>Vending Location</u></b>	<b><u>Required Additional Indemnities (per section 26 of the General Conditions)</u></b>	<b><u>Permit Property Number</u></b>	<b><u>Date Available</u></b>	<b><u>Expiration Date</u></b>
Thompkinsville Square <b>Mobile Truck or Processing or Non- Processing Unit</b>	Bay Street & Victory Boulevard		R24-MT/C	1/1/2023	12/31/2027
Joseph H. Lyons Pool <b>Mobile Truck</b>	Victory Boulevard, Hannah Street		R43-MT	1/1/2023	12/31/2027
Midland Beach- Turtle Circle <b>Mobile Truck</b>	Turtle Circle (Father Capodanno and Jefferson Avenue)		R46-2-MT	1/1/2023	12/31/2027
Midland Beach- Turtle Circle <b>Mobile Truck</b>	Turtle Circle (Father Capodanno and Jefferson Avenue Parking Lot 1)		R46-5-MT/C	1/1/2023	12/31/2027
Midland Beach <b>Mobile Truck</b>	Midland Beach Parking Lot 9		R46-6-MT/C	1/1/2023	12/31/2027
MaUnithur Park <b>Mobile Truck</b>	Jefferson Street between Seaver and Dongan Hills		R67-MT	1/1/2023	12/31/2027
Clawson (P.S.50) Playground <b>Mobile Truck</b>	Clawson Street and Adelaide Avenue		R72-MT	1/1/2023	12/31/2027
Father Macris Park <b>Processing or Non – Processing Unit</b>	Lamberts Lane & Arlene Street		R75-A-C	1/1/2023	12/31/2027
Lemon Creek Park <b>Mobile Truck</b>	Sharrott Avenue, near Hylan Boulevard		R79-MT	1/1/2023	12/31/2027
Prall Playground <b>Mobile Truck</b>	Forest Avenue		R105-MT	1/1/2023	12/31/2027
Cpl. Thompson Park <b>Non-Processing Unit</b>	Broadway, Between Henderson & Skinner		R109-C/R109- 2-MT	1/1/2023	12/31/2027
Cpl. Thompson Park <b>Mobile Truck or Processing or Non- Processing Unit</b>	Broadway, between Henderson & Skinner		R109-C /R109-2-MT	1/1/2023	12/31/2027
Luis R. Lopez Park <b>Mobile Truck</b>	Palma Drive, Targee Street and Oder Avenue		R125-MT	1/1/2023	12/31/2027



## **EXHIBIT B: MOBILE FOOD UNIT REQUIREMENTS**

Supply and Equipment Requirements for Mobile Food Vending Units											
	Type of Food Sold and Cooking Method	Permit Class	Potable water	Food and ware washing sinks	Hand wash sink	Waste water tank	Overhead structure	Ventilation	Cold holding	Hot holding	Thermometers
Processing	Potentially hazardous raw foods cooked on unit; e.g., fried and grilled sausages, poultry, shish kebab, hamburgers, eggs and gyros	A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Potentially hazardous prepared foods combined on the unit; e.g., sandwiches raw fruits, vegetables and salads, breads, bagels and rolls buttered or topped with cream cheese on the unit, smoothies and soft-serve ice cream	B	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Potentially hazardous prepackaged foods; e.g., prepackaged frozen desserts, prepackaged sandwiches, and prepackaged and pre-sliced fruits and vegetables	C	No	No	No	Yes <sup>3</sup>	Yes	No	Yes	Yes	Yes
Non-Processing	Non-potentially hazardous unpackaged or packaged foods; e.g., boiled frankfurters and sausages, brewed coffee and tea, donuts, pastries, rolls and bagels buttered or topped with cream cheese at a commissary, popcorn, cotton candy, nuts, candied nuts, soft pretzels, chestnuts	D	Yes <sup>2</sup>	No	No	Yes <sup>3</sup>	Yes	Yes	Yes <sup>3</sup>	Yes <sup>3</sup>	Yes <sup>3</sup>
	Non-potentially hazardous uncut fruit and vegetables (including Green Carts)	E	No	No	No	No	Yes	No	No	No	No
	<b>Notes</b> 1. Food and ware washing sinks may be separate or multi-compartment. A single sink is acceptable for food and ware washing if food is washed in a food-grade colander. 2. Waste water tanks are required when generating liquid waste from brewing coffee or tea, boiling frankfurters, or serving or using ice. 3. Hot and cold holding equipment or methods are required for potentially hazardous foods such as hot dogs, sausages or knishes.										

## **EXHIBIT C: NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER**

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

### **A. *Introduction and General Provisions.***

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 et seq. (“DCWP Rules”).

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

3. The Contractor must notify (with a copy to DCWP at [ComplianceMonitoring@dcwp.nyc.gov](mailto:ComplianceMonitoring@dcwp.nyc.gov)) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) for 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 Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

### **B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.***

1. An employee who works within the City must be provided paid safe and sick time.<sup>1</sup>

Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed

periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. 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;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;

2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;

3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

4. to file a complaint or domestic incident report with law enforcement;

5. to meet with a district attorney's office;

6. to enroll children in a new school; or

7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

---

<sup>1</sup> Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive workdays, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer

must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees 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 safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and 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 safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);
2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;
3. 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 their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;
4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
5. 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
6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

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

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

*H. More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and 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 safe and sick time. The ESSTA provides minimum requirements pertaining to safe and 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 safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.