



City of New York
Parks & Recreation

The Arsenal
Central Park
New York, NY 10021

Solicitation # R30-CL, SV

REQUEST FOR PROPOSALS

FOR THE OPERATION AND MAINTENANCE
OF THE CAROUSEL FOR ALL CHILDREN
AND FOOD AND SOUVENIR CARTS,

WILLOWBROOK PARK,
STATEN ISLAND

Issue Date

February 25, 2004

Michael R. Bloomberg
Adrian Benepe
Joanne G. Imohiosen
Thomas A. Paulo

Mayor of the City of New York
Commissioner of Parks & Recreation
Assistant Commissioner for Revenue
Borough Commissioner for Staten Island

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FOR THE OPERATION AND MAINTENANCE OF THE
CAROUSEL FOR ALL CHILDREN AND FOOD AND SOUVENIR CARTS,
WILLOWBROOK PARK, STATEN ISLAND

City of New York / Parks & Recreation (“Parks”) requests proposals for the operation and maintenance of the Carousel for All Children and food and souvenir carts at Willowbrook Park in Staten Island.

Parks is seeking proposals to make certain capital improvements and to operate and maintain this facility in good condition for a five-(5) year term, commencing on July 1, 2004. No longer term will be considered. This concession will be operated pursuant to a license agreement issued by Parks; no leasehold or other proprietary right is offered. Parks is seeking proposers with experience operating a carousel or similar facility. In addition, Parks will look favorably upon proposals that provide a service to the local community.

Project Manager

The Parks & Recreation Project Manager for this concession is Nicole Clare. All questions with regard to this Request for Proposals (“RFP”) or other project inquiries should be directed to her attention at (212) 360-1397. She may also be reached by fax at (212) 360-3434 or by e-mail at Nicole.Clare@parks.nyc.gov.



If you have a hearing impairment, please call the following toll-free number and leave a message on the Telecommunications Device for the Deaf (TDD). The TDD number is (800)281-5722.

Request for Proposals Timetable

The following schedule has been established for the Request for Proposals for the operation and maintenance of the Carousel for All Children and food and souvenir carts in Willowbrook Park, Staten Island. This schedule is subject to change as circumstances warrant.

RFP Release Date:

February 25, 2004

**Proposer Meeting &
Site Tour:**

Monday, March 15, 2004 @ 2:30 P.M.

Proposals Due:

Wednesday, April 7, 2004 @ 3:00 P.M.



Note: If you have a disability which would prevent you from delivering your proposal to the Arsenal and/or attending the proposer meeting & site tour, please contact the project manager at least 48 hours prior to the due date and/or meeting date so that special arrangements can be made to accommodate you.

PROJECT DESCRIPTION

Willowbrook Park is a section of Staten Island's Greenbelt, one of the borough's flagship parks. Established in 1984, the Greenbelt forms a nearly contiguous circle of green space in the center of Staten Island and, at 2,800 acres, is the largest park under municipal jurisdiction. The Greenbelt Conservancy, Inc., formed in 1989, protects and cares for the Greenbelt, sponsoring numerous environmental education programs and festivals.

The carousel in Willowbrook Park is situated just south of Eton Place, off Richmond Avenue. Officially known as The Carousel for All Children, it was completed in 1999 with funding from former Staten Island Borough President Guy Molinari. The carousel is a Victorian-style merry-go-round that boasts 51 carved, wooden figures of mythical beasts, endangered species and traditional carousel horses. It also showcases twenty hand-painted renderings of Staten Island landmarks, past and present. The Carousel for All Children is generally open to the public from May through October with rides costing \$1.00 per person.

Parks is seeking a concessionaire to operate and maintain The Carousel for All Children for a term of five (5) years. In addition, the concessionaire will be permitted to provide one (1) non-motorized food cart for the sale of hot dogs, pretzels, knishes, soft drinks, popcorn, ice cream and other related items, and one (1) non-motorized souvenir cart for the sale of items such as T-shirts, baseball caps, and Carousel memorabilia. The concessionaire will also have the option of providing additional carts to accommodate special events, subject to Parks' approval. Any and all items sold and item prices are subject to Parks' approval. The concessionaire will be permitted to store the carts securely within the carousel facility at the close of business each day.

Parks seeks a concession that will be operated and maintained at the highest standards and will make a significant contribution to the visual quality and ambience of the park and its community while providing a convenience to the public. Parks will look favorably upon proposals that provide a service to the local community.

THE TERM

The term for this concession will be **FIVE (5) YEARS**, commencing on July 1, 2004. No longer term will be considered. This concession will be operated pursuant to a license agreement; no leasehold or other proprietary right is offered.

CAPITAL IMPROVEMENTS

All costs associated with the renovation and operation of the facility will be paid by the concessionaire. Parks expects that the capital investment for this concession will include, but not be limited to, the following:

- Scrape, paint and rust-protect steel elements of carousel structure, including eaves

- Clean out and re-grout all concrete expansion joints
- Feather or build-up concrete around edge of building to eliminate trip hazards
- Provide new and improved landscaping for the site (plantings, flowers, etc...).

Note: All designs, outdoor signage, and capital work performed at the site will require prior approval from Parks, the New York City Art Commission, and any other agencies having jurisdiction. Additionally, all necessary permits and approvals for capital work and designs for on-site structures must be obtained from the Department of Buildings.

Additionally, the successful proposer will be expected to continually maintain, clean, repair or replace all aspects of the carousel as needed throughout the term. The concessionaire will be responsible for any and all restoration, repair and daily work necessary to maintain the carousel in good condition. Maintenance, restoration and repair work includes, but is not limited to, mechanical and external aspects of the carousel, the carousel organ, inner facade panels, engine and mechanical system, security and alarm system, flooring, fencing, benches, public water fountain, gates, ticket booth and all carousel figures.

Parks makes no representations regarding the adequacy of site utilities currently in place at the site. The concessionaire will be responsible for connecting to and/or upgrading any existing utility service or creating a new utility system, and obtaining the appropriate permits and approvals. The concessionaire will be responsible for any and all utility costs connected with the operation of this concession during the term of license. These utility costs include paying all water and sewer charges that the Department of Environmental Protection (DEP) assesses for water usage.

All improvements shall be paid for by the concessionaire. All capital improvements, fixed equipment and equipment applied towards the proposer's capital investment become the property of Parks upon installation, at Parks' option. The successful proposer will also be required to supply all additional non-fixed equipment and materials. Personal equipment not applied toward the required capital expenditure will remain the property of the concessionaire. In their submissions, proposers should describe all intended capital work and provide cost estimates, drawings, and a timetable for proposed capital work.

Plans of the facility may be obtained from Parks' Blueprint/Document Services Center at the Olmsted Center in Flushing Meadows-Corona Park, Queens. To make an appointment, please contact Steve Rizick, Director of Document Services, at (718) 760-6798. Parks makes no representations as to the availability, accuracy or completeness of these documents. There is a nominal fee for reproductions.

Design Review Fee

A percentage of the guaranteed minimum capital expenditure, as detailed in your proposal, will be charged to the concessionaire for the review of the design documents by Parks Personnel. Upon signing the license agreement, the successful proposer will pay the design review fee, which is one percent (1%) of the capital investment to which the proposer/licensee is committed in the license agreement.

ON-SITE INSPECTION MEETING

Parks will hold an on-site inspection meeting on **Monday, March 15, 2004 at 2:30 p.m.** at the facility. We will meet at the entrance to the carousel. If you are considering responding to this RFP, please make every effort to attend this meeting.

Requirements During The Term of The License

1. The successful proposer will be responsible for obtaining any and all necessary approvals, permits and licenses for the lawful operation of this concession.
2. A security deposit of *at least* 25% of the highest year's guaranteed minimum license fee will be required for the duration of the term. This security deposit will be due upon signing.
3. The concessionaire will be required to carry at least \$1,000,000 in comprehensive general liability insurance coverage and \$1,000,000 in property damage liability insurance coverage, and replacement value in fire and casualty coverage. The City of New York and the NYC Department of Parks & Recreation must be named as Additional Insured.
4. The concessionaire will be responsible for any and all restoration, repair and daily work necessary to maintain the carousel in good condition. Maintenance, restoration and repair work includes, but is not limited to, mechanical and external aspects of the carousel, the carousel organ, inner facade panels, engine and mechanical system, security and alarm system, flooring, fencing, benches, public water fountain, gates, ticket booth and all carousel figures.
5. The carousel figures remain the property of Parks at all times.
6. The concessionaire will be obligated to supply all equipment necessary for the operation of this concession. All fixed equipment becomes the property of Parks upon installation, at Parks' option. Should Parks choose not to exercise this option, it will be the responsibility of the concessionaire to remove fixed equipment and return the licensed premises to Parks in a condition as good as or better than that at the commencement of the license term.
7. The concessionaire will be responsible for any and all utility costs connected with the operation of this concession. This includes but is not limited to installing all necessary utilities, service lines, conduits, water meters, pipes, etc. These utility costs also include paying all water and sewer charges that the Department of Environmental Protection (DEP) assesses for water usage. The concessionaire will be responsible for removing any unsuitable existing materials as required. Parks makes no representations that there are adequate utilities currently in place at the site.
8. The concessionaire must remove all rubbish generated by this concession. The concessionaire will be responsible for cleaning the licensed premises and the area within fifty (50) feet of the licensed premises. The concessionaire must provide garbage cans approved

by Parks and have these cans emptied on a daily basis by a private carter. The concessionaire must comply with all City, State, and Federal regulations regarding recycling. The concessionaire will be responsible for keeping the plaza area clean, neat, and free of litter and debris. The concessionaire must keep all signs and structures free of graffiti.

9. The concessionaire will not cut down or remove any trees on the permitted premises without prior written approval from Parks. Parks does not anticipate approving the removal of any living, healthy trees in connection with this concession. Any attachments to the trees, such as lights, will not be permitted.
10. The concessionaire will be responsible for maintaining total security around the carousel and the immediate surrounding area.
11. The concessionaire must cooperate with Parks during special events or other unanticipated eventualities.
12. The concessionaire will comply with all City, State and Federal laws relating to access for persons with disabilities.
13. The selling and/or advertisement of cigarettes, cigars, or any other tobacco products is strictly prohibited. It is the concessionaire's responsibility to adhere to and enforce this policy.
14. The sale of items in glass containers and the sale of alcohol of any kind are strictly prohibited. The use of polystyrene packaging or food containers is also prohibited.
15. The current approved rate for admission to the carousel is \$1.00. All fees, prices, and any subsequent increases must be approved in advance by Parks. Hours and days of operation must also be approved in advance by Parks.
16. The concessionaire will be required to submit monthly statements of gross receipts from all categories of income in a format approved by Parks. At the end of each operating year, the concessionaire will be required to submit a detailed income and expense statement for the past year's operation.
17. The concessionaire will pay all taxes applicable to the operation of the concession. With the exception of the Combined State and New York City Sales Tax on Food, no such applicable taxes, including but not limited to the Commercial Rent Tax, may be deducted from gross receipts or from license fees.
18. The successful concessionaire will be required to register any and all underground oil storage tanks over a 1,100 gallon capacity with the Department of Environmental Protection (DEP). The concessionaire will then be required to perform or to have performed a tightness test conducted at least once every five years.
19. Concessionaires must comply with all terms of their license agreements. Inspectors from Parks will visit the concession site unannounced to inspect operations and determine whether

or not the concessionaire is in compliance with the terms of the license. If inspectors find violations, the concessionaire may be assessed liquidated damages for each violation.

20. Proposers should be aware that the City is developing “marketing partnership” agreements identifying specific brands as the "designated" products of the City of New York. As this occurs, the concessionaire will be required to sell the specific products so identified if the concessionaire sells goods in that product category. If directed by the City, the concessionaire will be required to purchase the products from designated distributors, provided the said distributors provide the products at a competitive price. The concessionaire, working with the City's marketing representative, may be required to give the City's marketing representative priority in the placement and scheduling of advertising. Marketing partners will be required to pay the market rate for any such advertising.

The Request for Proposals Process/Proposal Procedure

A. Proposal Submission Instructions

All proposals **must** meet the requirements listed below in the *Proposal Submission Requirements* section, and should comply with the guidelines listed in the *Proposal Submission Guidelines* section.

Please submit FOUR (4) COPIES of your proposal submission. At least one proposal submitted should be unbound. Proposals should be printed or typed on 8 ½" x 11" paper. There is no page limit for proposals, but proposers are encouraged to use discretion in the amount of information they submit. The proposal, the proposal deposit, and any additional information should be submitted in a sealed envelope with the following information written on the outside:

- Your name and address
- Solicitation # R30-CL, SV
- Willowbrook Park Carousel
- Return Date: April 7, 2004, 3:00 p.m.

Illustrations may be included. All plans are subject to Parks' approval. Oversized drawings may be submitted, but must be accompanied by 8 ½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile proposals will be accepted.

B. Proposal Submission Requirements

Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

1. Proposers must submit a proposal that includes a fee offer.
2. All proposals must be received in the office of the Assistant Commissioner, Revenue Division, City of New York Parks & Recreation, The Arsenal – Central Park, 830 Fifth

Avenue, Room 405, New York, NY 10021 **no later than 3:00 p.m. on Wednesday, April 7, 2004.** All proposals must be submitted in sealed envelopes. Hand delivery to Room 405 before the deadline is recommended to ensure consideration of your proposal. Proposals received after the time and date listed above will be returned to the proposer unopened and will not be considered for award.

3. Proposers are required to submit a proposal deposit in the form of **certified, official/bank, cashier's check or money order** in the amount of **\$2,500.00** with the proposal (payable to City of New York Parks & Recreation). Personal or business checks will not be accepted. The proposal deposit is retained only in the event that the successful proposer fails to enter into a contract with Parks. Proposal deposits will be returned to unsuccessful proposers after the contract is signed with the successful proposer.

C. Proposal Submission Guidelines

1. The fee offer should state the highest sum proposer is prepared to pay as a license fee, expressed as guaranteed minimum fee for each year of the license term versus a percentage of gross receipts, whichever is greater. The City strongly urges that there be an escalation of at least five percent (5%) in the guaranteed minimum fee from each year to the next during the license term.
2. Proposers should submit a detailed capital investment plan that clearly outlines proposed improvements to the building, list of equipment, cost estimates, and capital schedule/timetable including the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement). In putting together your capital submission, please be aware that in the successful proposer's license agreement, the construction budget provided in its proposal will become a minimum required capital expenditure and the time frame proposed will become a mandatory capital schedule. In the event the successful proposer performs all capital improvements for less than the minimum required capital expenditure, any excess monies shall be remitted to the City as additional license fees. Therefore, proposers are urged to be realistic or even conservative in the investment that they offer. In addition, the successful proposer will be obligated to meet all design and construction deadlines detailed in its proposed capital schedule. Failure to do so may result in termination.
3. Proposers should also include a detailed description of their planned operations, including but not limited to hours of operation, proposed pricing, proposed food cart menu and prices, proposed souvenir item list and prices, community programs, staffing levels, plans for deliveries and rubbish removal, maintenance and cleaning schedule, and security plan. All plans are subject to Parks' approval.
4. Proposers should submit a resume or detailed description of relevant professional qualifications, including work with City agencies, or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the proposal.

5. Proposers should include a detailed, well thought-out 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.
6. Proposers should include a financial statement or statements prepared in accordance with standard accounting procedures.
7. Proposers should submit an estimated number of full-time and seasonal employees respectively, the positions these employees will fill, and the percentage of these employees that they expect to hire from the local community. Parks encourages the successful proposer to reach out to the local community regarding employment opportunities.
8. Proposers should submit two (2) completed originals of Parks' Personal/Business questionnaire and VENDEX questionnaires (Business Entity and Principal Questionnaires) which can be obtained by contacting the project manager.
9. Parks & Recreation is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks & Recreation would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.

D. Evaluation and Selection Procedures

Proposals will be evaluated by a selection committee composed of Parks & Recreation employees, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria listed below. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

1. Proposal Evaluation Criteria

In evaluating proposals, Parks & Recreation will use the following criteria:

- Fee offer
- Capital improvements
- Planned operations, including menu/item quality, variety, and affordability, and benefit to the community
- Operating experience in the field, including experience as a City concessionaire, if applicable
- Financial capability

2. Evaluation Procedures

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

Parks & Recreation cannot consider any proposal that does not comply with the Submission Requirements' section of this RFP. Proposals that do not meet these requirements will not be evaluated.

When feasible, employees of Parks & Recreation will visit facilities operated by proposers.

E. Other General RFP Requirements and Conditions

NYC Parks & Recreation reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgement it deems it to be in the best interest of the City of New York to do so.

Proposers are advised that Parks & Recreation has the option of selecting the proposer without conducting negotiations. Therefore, proposers should submit their best proposals initially, since negotiations may not take place.

NYC Parks & Recreation shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therein.

Proposers should be aware that this concession will be developed and operated pursuant to a license agreement issued by Parks. In the event this agreement is terminated, Parks will not consider proposals for reimbursement of licensee's unamortized capital improvement costs as of the date of termination.

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. The project manager will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation. Proposers may withdraw their proposals from consideration at any time before the proposal deadline. To withdraw a proposal, the proposer must provide Parks with written notification.

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

New York State Freedom of Information Law

All Requests for Proposals submission materials become the property of the City of New York and Parks & Recreation. Proposal submission material will generally be made available for

inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law.

NYC Parks & Recreation is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by Parks. (*See Public Officers Law, Sections 87 and 89.*) Individuals or firms that submit proposals to Parks may request that Parks except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception should be in writing and state, in detail, the specific reasons for the requested exception. It should also specify the proposal or portions thereof for which the exception is requested. If Parks grants the request for exception from disclosure, Parks shall keep such proposal or portions thereof in secure facilities.

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 proposal process should inform the Comptroller's Office of Contract Administration, 1 Centre Street, Room 835, New York, New York 10007. This office may be reached at (212) 669-3000.

Adrian Benepe, Commissioner