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BRICartsmedia.org

CELEBRATE BROOKLYN!
Seasons 2026 - 2028
Food & Beverage Concessions, & Catering Services
Request for Proposals

REQUEST FOR PROPOSALS (“RFP”) BRIC Arts Media, Inc. (hereinafter “BRIC”) requests proposals for the installation, operation, and maintenance of Food and Beverage Concessions, and Catering Services (“Concessions”) at BRIC Celebrate Brooklyn! (“Festival”), Prospect Park, Brooklyn. BRIC is seeking proposers with a strong background in the management of event concessions and catering featuring high quality and creative foods and beverages.

THE TERM

BRIC is seeking a concessionaire for a three (3) season term with the option for BRIC to terminate the relationship after the close of each season, exercisable at BRIC’s discretion. No longer term will be considered. The concession will be operated pursuant to a contract (the “Sublicense Agreement”) issued by BRIC, as permitted by their agreement with the New York Department of Parks & Recreation (“Parks”); no leasehold or other proprietary right is offered.

PROJECT MANAGER

All RFP questions and/or inquiries should be directed to Penelope Gould, Project Manager for this concession:

Phone: (718) 683-9348

Email: proposals@bricartsmedia.org



Deaf, hard-of-hearing, deaf-blind, speech-disabled, or late deafened people who use text telephones (TTYs) or voice carryover (VCO) phones can dial 711 to reach a free relay service, where specially trained operators will relay a conversation between a TTY/VCO user and a standard telephone user. Alternatively, a message can be left on the Telecommunications Device for the Deaf (TDD). The TDD number is 212-New York (212- 639-9675).

RFP TIMETABLE

The following schedule has been established for this RFP:

RFP Release Date: Wednesday, April 15, 2026

Proposals Due: Friday, April 24, 2026 at 11:59 PM

Remote Proposer Interviews & Reference Checks (if any): Week of April 27, 2026

REMOTE PROPOSER INTERVIEWS

The Selection Committee may decide to meet with certain proposers during the Week of April 20, 2026. It is recommended that proposers keep the Week of April 20, 2026, available to meet remotely with the Selection Committee.

If there are circumstances beyond a proposer’s or BRIC’s control and the meeting cannot take place during the week of April 20, 2026, BRIC will schedule a meeting between the proposer and the selection committee on an alternate date. Additionally, this week BRIC will conduct reference checks with the proposer’s previous and/or current clients.

I. PROJECT BACKGROUND

A. HISTORY

Concessions and catering services at the Festival are an integral part of BRIC’s overall operations and business plans. Concessions and catering services must support the overall mission, culture, high standards, and image associated with the Festival. BRIC is looking to optimize earned income from its concessions, catering, and an increased participation (per capita). Concessions at the Festival should offer creative,



consistent, high-quality food, beverage concessions and catering services for all attendees and visitors at an accessible price point, elevating the overall experience of the Festival. The Festival’s eclectic and diverse musical genres offer an opportunity to showcase multicultural concession offerings.

BRIC is a Brooklyn-based cultural institution that presents multi-disciplinary works, and supports creative process, in the fields of contemporary art, performing arts, and media. BRIC Celebrate Brooklyn! is a primarily free, summer-long performing arts series held at the Lena Horne Bandshell in Prospect Park (the “Sub-Sublicensed Premises” as more particularly illustrated on Exhibit “B” attached hereto and made a part hereof). The Festival allows New Yorkers and their families to appreciate or discover new genres, acclaimed artists, or worldly cultural events. During its 45+ year run, BRIC Celebrate Brooklyn! has presented celebrated global music icons, legendary jazz artists, chart-topping indie bands, gravity-defying dance troupes, large-scale film projects, and even a virtual reality performance, becoming one of the City’s foremost cultural attractions and a beloved summer tradition.

From its very first performance in the summer of 1979, the mission of the Festival has been to bring Brooklyn together. Over the years, these free experiences at the Prospect Park Bandshell have enhanced the quality and understanding of the world by illuminating the vibrant cultures that make New York so unique, and we are looking for a concessions and catering partner that also highlights these cultures.

B. FINANCIAL HISTORY

The following chart lists the total gross receipts and total fees paid to BRIC by a similar concessionaire for the past four seasons. The fees paid to BRIC are expressed as and result from the higher of either the minimum annual fee or a percentage of gross receipts.

BRIC Celebrate Brooklyn, Lena Horne Bandshell, Prospect Park		
Operating Period	Gross Receipts	Fees Paid to BRIC
6/8/22 - 8/6/22	\$1,147,406	\$247,875
6/7/23 - 8/24/23	\$1,349,727	\$307,500
6/8/24 - 8/24/24	\$843,939	\$191,667
6/9/25 - 8/16/25	\$890,175	\$201,919

*Above referenced financial history relates to the Food and Beverage Sales at BRIC Celebrate Brooklyn! Fluctuation of gross receipts and fees is due to the number of shows that occurred in each season.

II. PROJECT COMPONENTS

A. OVERVIEW

BRIC is seeking proposals for the installation, Operation, and Maintenance of food and beverage concessions and catering services at BRIC Celebrate Brooklyn!, Prospect Park, Brooklyn. BRIC is seeking proposers with a strong background in the management of outdoor markets and events concessions featuring high quality creative and affordable foods and beverages. **The Concessions will be open for one (1) operating season each year, lasting approximately 16 weeks. The operating season will commence upon the opening night of the Festival, typically in early June, and conclude operations following the closing night of the Festival, anticipated to be in mid-September. The exact dates of the operating season are subject to Parks and BRIC’s approval. The Concessions cannot operate outside of the dates and times of Festival shows when the Lena Horne Bandshell is open to audiences.**

The Concessions should consist of a series of vending units for the sale of high-quality creative and affordable foods and beverages at BRIC Celebrate Brooklyn! The operation of this concession is intended to be of a premium quality in terms of both vending booths or unit design and menu content. BRIC seeks a



concession designed, installed, maintained, and operated in such a manner as to increase the visual quality of the park as well as to provide a public amenity. The food and beverage concessions and catering should make a significant improvement to the ambience of the park and community while providing an exciting dining experience. BRIC is seeking qualified individuals or entities with extensive experience in the operation and management of outdoor markets and event concessions featuring high quality specialty and artisanal foods.

The overall appearance of the Concessions will be an important aspect of BRIC's evaluation of proposals. The concessionaire may enter into agreements with individual vendors to operate the vending units. The successful concessionaire will be permitted to charge the individual vendors a Parks & BRIC-approved participation fee. The proposed participation fee should be included in the proposal.

All proposers should include a photo or visual schematic of the Concession's layout, including the dimensions and type of vending units that will be used. The number, location, configuration, and list of participating vendors, as well as the menu and prices of items to be sold and operating hours of each vendor are subject to Parks and BRIC's approval. Parks and BRIC reserves the right, at any time during the term of the concession, to reject any vendor that it deems inappropriate for the Festival. **The selling and/or advertisement of cigarettes, e- cigarettes, cigars, or any other tobacco products or non-tobacco smoking products is strictly prohibited.** The concessionaire will be required to adhere to and enforce this policy.

Operational Plan Proposers should submit a detailed operational plan for the Sublicensed food and beverage concessions for the Festival. This plan should include, but not be limited to proposed vendors, installation, loading, and unloading schedules, any plans to install energy efficient appliances that have the Energy Star seal of approval and/or water conserving appliances, and any plans to use "Green Seal" or other environmentally friendly products or devices, staffing plans, safety and security plans, menu, merchandise to be sold, mechanisms to measure customer satisfaction, a detailed list of all proposed fees and prices, landscaping/horticulture plans, and maintenance, snow, rubbish removal, and cleaning schedules. All operational plans, schedules, services, menu items, merchandise, prices and fees (and any subsequent increases), required vendor participation fees, and hours of operation are subject to Parks' prior, written approval.

Each vending unit and any equipment attached shall be both of a design and color approved by Parks and BRIC. In addition, the concessionaire shall repair or replace said equipment if deemed necessary by Parks and BRIC. Advertising of product brands is prohibited without Parks and BRIC's prior, written approval. All umbrellas and awnings must be approved by Parks and BRIC. Parks and BRIC reserve the right to approve vendor design; booth designs are expected to be uniform. Booths should not be illuminated without Parks and BRIC's prior written approval.

The concessionaire will be required to maintain an adequate inventory to assure a constant supply of food and beverages. Any staff assigned by the concessionaire to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate New York City Department of Health and Mental Hygiene ("DOHMH") permits. **The concessionaire may only operate if all vendors have obtained the appropriate, valid permits and authorizations required by DOHMH.**

Proposers should be aware that 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, will be prohibited for sale at this concession. Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted.

DOHMH Information In addition to BRIC's sublicense, at all times that the food and beverage concessions are operating, a staff person with a valid DOHMH food handler's license must be present at each food stall. To obtain a DOHMH license, contact the Citywide Licensing Center, 42 Broadway, 5th floor, Monday through Friday 9:00am to 5:00pm, or by phone at 311 or 212-New York. Note: Offices are closed during City/Public Holidays. Vendors should be aware that if they are applying for a DOHMH license for the first time, this process can take six weeks or more. Vendors operating without all necessary permits may be subject to fines and/or confiscation of merchandise.



Sublicensing Option Proposers seeking to sublicense food service or other operations for some, or all of the services provided will be required to report total gross receipts generated from food service or other sublicensed operations. If the proposer's fee offer will be in the form of a guaranteed minimum payment vs. a percentage of gross receipts, total gross receipts from food service or other operations must be included in the gross receipts upon which payment to BRIC is based, unless otherwise approved by BRIC. All sublicensees will be subject to the same internal control requirements as the sublicensee. All terms and conditions of sublicense agreements and operations, including payment to BRIC, are subject to BRIC's prior, written approval.

BRIC notes that potential proposers may include subcontracting plans regarding one or multiple scopes of work applicable to this concession. BRIC encourages potential proposers to consult with the SBS Certified Business Directory to learn about those Minority & Women-Owned Business Enterprises (MWBEs) certified by the City of New York, available at: [MWBE Certified](#)

Hours of Operation The concessionaire may only operate the Sublicensed Premises when the Lena Horne Bandshell is open for a show, primarily Friday and Saturday evenings from 6:00PM to 10:00PM. All hours of operation are subject to Parks and BRIC's prior written approval.

The concessionaire will have access to the site prior to the date of opening for the purpose of planning layout, installing equipment and booths, and for conducting general set-up of the food and beverage concessions. BRIC will be responsible for security related to such booths and equipment. Such activities shall take place during hours that the Park is open and will be subject to Parks and BRIC's prior written approval.

To limit traffic concerns, the concessionaire and participating vendors may only bring vehicles onto the site for loading and unloading supplies for the operation of the food and beverage concessions on a schedule approved by Parks and BRIC. With the exception of loading and unloading supplies, vehicles may not remain on parkland. At its sole discretion, but based upon written request from Sublicensee, Parks and BRIC may allow changes to sublicensee's approved operating hours/schedule. If the request is granted by Parks and BRIC, the concessionaire will continue to be responsible for all other obligations under the License Agreement, including the payment of all license fees.

Internal Controls Throughout the License term, the concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues the concessionaire receives, including but not limited to the vendor participation fees and sponsorship fees, in a form and manner acceptable to Parks and BRIC. Each of the concessionaire's agreements with participating vendors must be documented via signed, sequentially pre-numbered contracts that capture vendor information, including the participation fee and the amount of space needed. The concessionaire must also establish a dedicated bank account for all deposits related to this concession's revenue. All accounting and internal control related records shall be maintained for a minimum of ten (10) years from the date of creation of the record. Specifically, sales information must be recorded electronically, via a computerized point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold unless otherwise approved by Parks and BRIC.

Staff The concessionaire will be required to have a sufficient number of staff available at the Sublicensed Premises during regular operating hours to ensure proper operation of the concession. BRIC reserves the right to require that all staff wear uniforms that have been approved in writing by BRIC. The concessionaire will be responsible for employing Concessions Manager(s) to oversee the Concessions. A Manager must be on site during all hours of operation and must be available by phone twenty-four (24) hours per day during the Festival's operation. A copy of the BRIC's sublicense must be present with the Manager whenever the Concessions are open.

Storage Parks and BRIC makes no representations that there is adequate storage space at the Sublicensed 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 Sublicensed Premises without the prior, written approval of Parks and BRIC. No item shall be placed upon any public space, including the ground adjacent to the Sublicensed Premises without Parks and BRIC's prior, written approval.

Maintenance The concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to install, operate and maintain the sublicensed Premises in good and safe condition

and in accordance with industry standards. This includes, but is not limited to, the maintenance and repair of the entire sublicensed Premises, all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, paved areas, vaults, gutters, curbs, and fixtures. In addition, all signs and structures on the sublicensed Premises must be kept in good condition and free of graffiti. The erecting of any ancillary structures at the sublicensed Premises shall be subject to BRIC' prior written approval.

Horticulture & Landscaping Sublicensee will report dead and diseased trees to BRIC, and BRIC will request that Parks remove them.

Rubbish Removal & Recycling During the operating season, the concessionaire will be responsible for, in partnership with BRIC, clean-up and removal of all waste, garbage, refuse, rubbish, and litter from the sublicensed Premises and the area within fifty (50) feet of the Sublicensed Premises. The concessionaire will be required to provide adequate and easily accessible waste and recycling receptacles. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. In addition, the concessionaire will be required to demonstrate to Parks and BRIC's satisfaction, through a detailed maintenance plan, that they will keep and maintain the concession site in excellent condition throughout the license term.

Signage and Advertising All signage at the Sublicensed Premises, including signage which includes concessionaire's and Vendor's name, trade name(s) and/or logos, is subject to Parks and BRIC's approval. An item list and price list, approved by Parks and BRIC must be displayed at all times and for all items that are sold at each vending booth.

Concessionaire will be prohibited from displaying, placing or permitting the display or placement of advertisements in the Sublicensed Premises without the prior written approval of Parks and BRIC. The display or placement of tobacco advertising, including electronic cigarettes and non-tobacco smoking products, shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted, but Sublicensee may display signage approved by Parks and BRIC setting forth its offerings of alcoholic beverages. The following standards will apply to all allowed advertising: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services, or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall be prohibited. Advertising of product brands is prohibited without Parks' and BRIC's' prior written approval. Any and all signage is subject to Parks' and BRIC's' prior written approval. The design and placement of all signage, including signage which includes concessionaire's name, trade name(s) and/or logos, is subject to Parks' and BRIC's' prior written approval. Concessionaire will be prohibited from placing advertisements on the exterior of its sublicensed premises. Any prohibited material displayed or placed shall be immediately removed by the concessionaire upon notice from Parks' and BRIC at concessionaire's sole cost and expense.

The placement, design and contents of all directional signage is subject to Parks' and BRIC's' prior written approval and should be in place by the date the facility opens to the public.

Merchandise The concessionaire/vendors may sell merchandise; however, proposers should be aware that the City and BRIC are the trademark owner of various marks and has sublicensed the use of those trademarks for use on certain designated merchandise. If the successful proposer/vendors wants to sell merchandise that uses the City or BRIC's trademarks, the successful proposer/vendors will be required to purchase merchandise from authorized licensees of the City of New York or BRIC, respectively. At Parks and/or BRIC's request, Sublicensee shall sell Parks or BRIC related merchandise produced by vendors authorized by the City of New York or BRIC, respectively. Parks will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products or non-park-related events. All prices and merchandise to be sold are subject to Parks' and/or BRIC's approval, respectively. The knowing sale of counterfeit or unlicensed merchandise at this concession will result in the immediate termination of the Sublicense Agreement and seizure of the security deposit. .

Naming of the Concession Any business or trade name which Licensee proposes to use in identifying the Licensed Premises or any part of the Licensed Premises shall be subject to the prior written approval of the Commissioner. All intellectual property rights in the Sublicensed Premises, and any other names, trademarks, service marks, copyrights, patents, trade names, service names, logos, domain names, identifiers, images and other intellectual property that identify Parks are the property of the City ("City IP"). Sublicensee may use the name(s) BRIC, BRIC Celebrate Brooklyn, and Prospect Park in connection with its



operations under this License Agreement only to identify the location of the Licensed Premises, and any other uses of or any other City IP may be only pursuant to a separate written agreement between the City and Licensee.

Parks may require that the City own the portion of any new name selected by Licensee for use at the Licensed Premises that indicates that it is Parks property or uses a preexisting facility name. The City will not own any portion of a new name that consists of the name, portrait or signature of a living or deceased individual or an identifier that is not otherwise associated with Parks' property. Note, Parks may issue a separate Request for Proposals for Naming Rights at the facility or portions thereof. In the event Parks solicits for and selects a proposal for naming rights, Concessionaire shall be required to use the name that Parks selects.

Concessionaire is strictly prohibited from unauthorized use of utilities used, operated or owned by the City.

Drought & Water Conservation Issues The concessionaire will be required to adhere to all DEP directives and restrictions regarding drought and water conservation issues during the License term.

Environmental Considerations As a protector and provider of green spaces, Parks and BRIC are deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the Sublicensed Premises. Practices may include, but are not limited to, the installation of Energy Star compliant appliances, the use of energy efficient, non-polluting, low noise generators, the employment of energy efficient and water conservation measures, the use of low toxicity chemicals, preservation of natural areas, and the use of environmentally friendly products.

BRIC views favorably proposals that include plans to use "Green Seal" eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. A list of "Green Seal" certified products can be found at <https://www.greenseal.org/products-services/>, and a list of environmentally-friendly products/materials is also available at: https://www.nyc.gov/assets/mocs/downloads/Regulations/EPP/nycepp_construction.pdf Proposers should state whether they intend to utilize or install "Green Seal" or other environmentally friendly products, devices, or methods for cleaning and operational purposes. Proposers should also state in their proposals whether they intend to utilize or install LED products.

BRIC encourages the successful proposer to use chlorine free, biodegradable products such as paper towels, napkins, utensils and plates if the proposer intends to utilize any disposable products for all food service at the Sublicensed Premises. Additionally, BRIC will encourage the use of environmentally friendly cleaners and the selling of sustainable food products. Proposers can consult the web site of the Green Restaurant Association ("GRA") to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information.

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

Community Relations BRIC will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. BRIC will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community, and to address security concerns during the operating season.

BRIC will view favorably proposals that demonstrate how the concessionaire will work with BRIC and Prospect Park Alliance staff to address maintenance issues, and work with area residents to address concerns, such as discarded trash, decorations, and other items. The concessionaire should employ preventative maintenance techniques to discourage littering. These techniques should be outlined in each proposal.



Americans with Disabilities Act (“ADA”) Compliance The concessionaire shall provide ADA accessibility that meets or exceeds current and anticipated new prevailing code throughout the sublicensed premises, including but not limited to installing ADA accessible counters in the café area, as needed, and providing ADA signage. The concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

Permittee shall provide an accessible path of travel at least five (5’) feet wide, unobstructed, firm, stable surface, and free from trip hazards.

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

Identification & Address The successful proposer will be required to present picture identification (such as a driver’s license or a passport) and proof of address (such as a utility bill) in order to execute the Sublicense Agreement. In addition, all proposers will be expected to provide BRIC with at least two (2) telephone numbers for contact purposes. The successful proposer shall notify BRIC immediately of any changes to the successful proposer’s address or phone number.

Inspections & Liquidated Damages: Inspectors from Parks will visit the site unannounced to inspect operations and ensure proper maintenance of the concession site. 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 license agreement Sublicense Agreement 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 Sublicense 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 license agreement. Parks may impose a \$250 administrative fee for reinstatement of a suspended license. Liquidated damages may be assessed in accordance with the following schedule: sublicense Agreement.

PROVISION	LIQUIDATED DAMAGES PER OCCURRENCE
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked Exits	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Unauthorized tapping into utilities used, operated or owned by the City	\$350
Equipment or Structure Obviously Damaged or in Poor Repair	\$250
Unauthorized Advertising	\$350
Roving or Vending at Unauthorized Location	\$250
Improper Storage	\$350



Graffiti, Dirty Facility	\$350
Unauthorized Vehicular Activity	\$350
Operating without applicable permit(s) or license(s)	\$350
311 sign not displayed	\$250

Procedure for Appeals of Assessments to Concession License 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, witness statements, etc.) 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.

Access to Permitted Premises The concessionaire will be required to provide BRIC and Parks with full and free access to the Sublicensed Premises to ensure BRIC’s satisfaction with the concessionaire’s compliance with the terms of the sublicense Agreement.

No Exclusive Vending Rights Proposers should note that the sublicense Agreement will not grant the concessionaire exclusive rights to sell in the park in which the Sublicensed Premises are located. Moreover, Parks and BRIC may grant other permits to vendors to sell the same or similar items authorized under this sublicense Agreement within the same park in which the Sublicensed Premises are located. Neither Parks nor BRIC guarantee that illegal vendors, persons unauthorized by Parks or BRIC or disabled veteran vendors will not compete with the successful proposer or operate near the Sublicensed Premises. Parks and BRIC encourage concessionaires to report illegal vendors by calling 311.

Lighting The concessionaire shall be responsible for providing safe lighting throughout the Sublicensed Premises

Music & Sound Levels The concessionaire will be required to comply with all laws, rules and regulations of appropriate agencies, specifically the Department of Environmental Protection (DEP), regarding noise levels. The concessionaire may operate and play sound equipment only while BCB! Programming is not ongoing, such as during set up and break down periods. Amplified sound and music must not exceed the decibel level allowed by the City. Outdoor amplified sound will not be permitted past 10:00pm.

B. ADDITIONAL REQUIREMENTS DURING THE TERM OF LICENSE

1. The concessionaire will be required to operate and maintain the Sublicensed Premises as a concession for the use and enjoyment of the general public.
2. Currently there is not an on-site, alcohol beverage license for the venue. The concessionaire will be required to obtain and provide the appropriate NY State Liquor Authority sublicensee(s), consisting of either a full on-site license or daily “temporary” alcohol beverage service license for the approved service areas and/or point of sale locations as approved by the State of New York State Liquor Authority.
3. The concessionaire will be required to carry Commercial General Liability insurance in at least Three Million Dollars (\$3,000,000 per occurrence), Three Million Dollars (\$3,000,000 aggregate), and statutory limits of Worker’s Compensation, Employer’s Liability and Disability Benefits Insurance. The Commercial General Liability insurance will be required to name the City of New York, including its officials and employees, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26, and the City's limits will be no lower than concessionaire's. Unless otherwise approved in advance in writing by Parks, 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. The concessionaire shall maintain All-risk property insurance covering all buildings or structures on the property at a value determined by Parks
- 4.

In the event the concessionaire shall serve alcohol on the Licensed Premises, the Sublicensee shall carry or cause to be carried liquor law liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall be effective prior to the commencement of any such service of alcohol, continue throughout such operations and name the City and BRIC as additional insured.

In the event the Sublicensee shall permit sublicensees or others to serve alcohol on the Licensed Premises, the Sublicensee shall carry or cause each such person to carry liquor law liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and name the City and BRIC as additional insured. Such insurance shall be effective prior to the commencement of any service of alcohol by such person on the Sublicensed Premises and continue throughout such operations.

Proposers are on notice that the City and/or BRIC may require other types of insurance and/or higher liability limits and other terms if, in the opinion of the Commissioner and/or BRIC , the proposed concession warrants it.

5. The concessionaire will be required to submit an annual statement of gross receipts from all categories of income from the Licenses Premises in a format approved by Parks. Within sixty (60) days following 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. 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 II(A) above.
6. The concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any federal, state, or city sales taxes which are paid by the concessionaire.

7. The concessionaire will be responsible for regular pest control inspections and extermination, as needed. To the extent that the concessionaire applies pesticides to any property owned or leased by the City, concessionaire or any subcontractor hired by concessionaire shall comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.
8. The concessionaire will be prohibited from cutting down, pruning or removing any trees on the Sublicensed Premises without prior written approval from Parks.. Any attachments to the trees, such as lights, will not be permitted.
9. The concessionaire and all participating vendors will be required to cooperate with Parks and BRIC during special and other unanticipated events.
10. Smoking of any tobacco product or electronic cigarette or non-tobacco smoking product is strictly prohibited at the Sublicensed Premises except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.
11. Pursuant to Parks' policy citywide, the concessionaire will be prohibited from selling any beverages in glass bottles. All beverages will be required to be in non-glass, shatter-proof containers. Also, the use of polystyrene packaging or food containers will be prohibited in the operation of the concession.
12. The selling and/or advertisement of cigarettes, cigars, electronic cigarettes, non-tobacco smoking products or any other tobacco products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
13. For any vehicle fuel dispensing tanks or underground heating oil storage tanks over 1,100 gallon capacity, the concessionaire will be required to maintain up-to-date Petroleum Bulk Storage ("PBS") registrations with NYS DECS and register such tanks with the DEP. The concessionaire will assume all registration and update costs. The concessionaire must keep a copy of the PBS Certificate on site and provide copies to BRIC and Parks' 5-Boro Office on Randall's Island, New York. The concessionaire will be required to perform or have performed a tightness test conducted at least once every five years, to comply with Parks monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals or additions of tanks must be pre-approved by Parks. A useful web site for compliance issues is: <http://www.dec.ny.gov/chemical/287.html>
14. The concessionaire will be required to obtain and maintain any and all necessary approvals, permits, and licenses for the construction and lawful operation of this concession. This may include, but is not limited to a Temporary Certificate of Occupancy and/or Temporary Public Assembly permits from Department of Buildings.
15. The concessionaire will be responsible for employing Manager(s) to oversee the food and beverage concessions. A Manager must be on site during all hours of operation and must be available by phone or pager (24 hours a day) during the food and beverage concessions' operation. A copy of the Sublicense Agreement must be present with the Manager whenever the Food and Beverage Concessions are open.
16. The concessionaire must obtain the prior written approval of Parks and BRIC prior to entering into any marketing or sponsorship agreement. In the event that the concessionaire breaches this provision, the concessionaire shall take any action that the City or BRIC may deem necessary to protect the City or BRIC's interests.
17. The concessionaire and all vendors will be required to comply with all City, State and Federal laws relating to access for persons with disabilities. The concessionaire shall comply with all New York City, State and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. The concessionaire is encouraged to exceed

accessibility requirements whenever possible, and not simply provide the minimum level required. The concessionaire must provide an accessible path of travel 5' in width, unobstructed, firm stable surface and free from trip hazards.

18. The exact hours and days of operation of the Concessions are subject to Parks' prior written approval and BRIC's show schedule.
19. The concessionaire and all participating vendors will be required to purchase, supply, or otherwise obtain use of all equipment, fixed and non-fixed, necessary for the operation of these Food and Beverage Concessions, including but not limited to vending booths, tables and chairs. All vending booths must be kept in good and clean condition. Parks and BRIC reserves the right to require replacement of vending booths that are in poor condition.

Each individual vending booth and any equipment or materials attached to such booth shall be both of a design and color approved by Parks and BRIC. In addition, the concessionaire shall repair or replace said equipment if deemed necessary by Parks and BRIC. Advertising of product brands is prohibited without Parks and BRIC's prior written approval. All umbrellas and awnings must be approved by Parks and BRIC.

20. At least 30 calendar days prior to the start of each season, the concessionaire will be required to provide BRIC with a list of all proposed vendors participating in the Food and Beverage Concessions along with a description and price of the items to be sold. Parks and BRIC reserves the right to reject at any time during the term of the concession any participating vendor it deems inappropriate for the Concessions. All food, beverage, merchandise, or supply of any kind must comply with all health code regulations.
21. Parks and BRIC must approve all items to be sold and their price ranges. A price list, approved by Parks and BRIC, must be prominently displayed at vending booths at all times and for all items.
22. The concessionaire will be responsible for ensuring that all participating vendors comply with the applicable requirements of the License Agreement. If a participating vendor does not comply with the terms of the license, Parks or BRIC may direct the concessionaire to terminate that vendor's operations. If the concessionaire does not comply with the terms of the license, the license may be terminated. Any warnings or terminations may be considered in making future proposer responsibility determinations.
23. At least 30 calendar days prior to the start of the season, the concessionaire will be required to submit an estimate of the approximate space used per participating vendor, the number of participating vendors, a site plan detailing the location of each vending booth, and any required vendor participation fee. The exact location and configuration of the Concessions is subject to BRIC's approval and individual vendors may only vend in the location specified in the license. The exact location of all vending equipment and units is subject to BRIC's approval.
24. The concessionaire will be responsible for directing all vendors to maintain access lanes where necessary. BRIC will retain the authority to guarantee unimpeded pedestrian access along the sidewalks and pathways affected by the Concessions. Neither the concessionaire nor any of the participating vendors shall block sidewalks, entrances or exits of the permitted premises, park on any sidewalks, and/or leave vehicles on the permitted premises overnight, unless otherwise permitted. The concessionaire shall direct any participating vendors to place their equipment and supplies in such a manner that at least a six (6) foot walkway is available to pedestrians at all times.
25. The concessionaire will be required to indemnify the City and BRIC for claims arising out of the concessionaire's operations under the License Agreement, pursuant to a provision to be included in the License Agreement.
26. The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with



paid sick time. Concessionaires may be required to provide sick time pursuant to the PSL. Exhibit A the Paid Sick Leave Law Rider, will be included in any concession agreement awarded from this RFP and will incorporate the PSL as a material term of such agreement. Please read Exhibit A carefully.

- 27. BRIC will view favorably proposals that include team members who offer experience and expertise in the operation of Food and Beverage Concessions.
- 28. The concessionaire will be responsible for directing all vendors to maintain access lanes where necessary. Parks and BRIC will retain the authority to guarantee unimpeded pedestrian access along the sidewalks and pathways affected by the Concessions. Neither the concessionaire nor any of the participating vendors shall block sidewalks, entrances or exits of the permitted premises, park on any sidewalks, and/or leave vehicles on the permitted premises overnight, unless otherwise permitted. The concessionaire is to direct any participating vendors to place their equipment and supplies in such a manner that least a six (6) foot walkway is available to pedestrians at all times.
- 29. The concessionaire agrees to work in good faith to support Parks and BRIC's efforts to advance BRIC's events and programming at or near the Sublicensed Premises. Parks' concession unit will coordinate these activities with the concessionaire. If applicable, Sublicensee agrees to work in good faith to support Parks or BRIC efforts to advance Parks approved or BRIC volunteering events and programming at or near the Sublicensed Premises.

III. THE RFP PROCESS/PROPOSAL PROCEDURE

A. PROPOSAL SUBMISSION INSTRUCTIONS

BRIC asks proposers to submit an electronic proposal. All proposals must be submitted before the due date and time.

The following information should be printed on the cover page of the proposal:

Proposer's Name and Address

Proposal Due Date: 11:59 PM Friday, April 24, 2026

The proposal should be e-mailed to BRIC at proposals@bricartsmedia.org .

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.

All proposers must submit a proposal that includes a fee offer for each year of the License term. At BRIC's request, proposer shall submit documentation, satisfactory to Parks, demonstrating that it has the financial capability to pay the fees set forth in its proposal. Failure to provide such documentation will result in a determination of non-responsiveness.

All proposals must be received by 11:59 PM Friday, April 24, 2026.

Proposals and modifications received after the time and date listed above will be considered late, will be returned to the proposer unopened and will not be considered for award, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules.

C. PROPOSAL CONTENT GUIDELINES

Each proposal is expected to include the following:

- A filled-out checklist (the form is included in the back of this RFP) as the cover page of the proposal.

1. Planned Operations

- Proposers should submit a detailed operational plan for the entire Sublicensed Premises, including but not limited to intended use of the facility hours of operation, services to be provided, menu items and merchandise to be sold, whether locally sourced, diverse and/or healthy food choices will be provided, a detailed list of all proposed prices and rates, maintenance, cleaning schedules, safety and security plans, and any plans to use “Green Seal” or other environmentally friendly products or devices. All plans, schedules, services, menu items, merchandise, prices and rates, and hours of operation are subject to Parks’ prior written approval. BRIC will view favorably competitive concessions menu pricing to optimize attendee, donor, staff and volunteer participation and per capita spending.
- Proposers should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- BRIC is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, BRIC 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, BRIC would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.
- Proposers 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. BRIC requests that the Pro Forma be submitted as an excel file. Excel files must be unlocked and show all formulas and calculations used. Electronic submissions may be addressed to proposals@bricartsmedia.org.
- BRIC will view favorably proposals that include plans to use “Green Seal” eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. Parks will view favorably proposals that take into consideration the City’s initiative to reduce the usage of single-use plastics.
- BRIC will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. BRIC will view favorably proposals that show a commitment to cooperate with and support BRIC administrators, BRIC audiences, park administrators, park users, and the community.
- BRIC will view favorably proposals that demonstrate how the concessionaire will work with BRIC and Prospect Park Alliance staff to address maintenance issues, and work with area residents to address concerns, such as discarded trash, decorations and other items. The concessionaire should employ preventative maintenance techniques to discourage littering. These techniques should be outlined in each proposal.

2. Operating Experience & Financial Capability

- Proposers should submit a resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with BRIC, City agencies, and/or access to individuals and/or firms with such expertise. For proposers who have done business with BRIC or the City, BRIC may consider that experience as part of the selection criteria in evaluating proposals. Include the names and addresses of all corporate officers of the entity submitting the proposal. If any principal owner and/or officer of the submitting entity is currently or has been a principal officer of another entity or entities

within the last five (5) years, that entity or entities (including applicable tax identification numbers) should be identified as well.

- BRIC would like to confirm whether you have New York certification as an MWBE for informational purposes. The response to this question is optional. If you would like to know more information on MWBE eligibility requirements, please see the link below to the NYC Business website (<https://nyc-business.nyc.gov/nycbusiness/description/minority-and-womenowned-business-enterprise-certification-program-mwbe>)
- Proposers should attach a list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability. One of the three references should be from a financial institution that has extended credit to the proposer. Include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.
- Proposers 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. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
- Proposers should identify the intended source of all funds proposed to be invested in the Sublicensed Premises.
- BRIC will view favorably proposals that include team members who offer experience and expertise in the operation of Food and Beverage Concessions.

3. Fee Offer

- The fee offer should state the highest sum each proposer is prepared to pay as a license fee, expressed as guaranteed minimum annual fee versus a percentage of gross receipts, whichever is greater. BRIC urges that there be an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed minimum annual fee over the license term.

4. Integrated Sustainability by Design

- a. The fundamental goals of sustainability are to diminish the utilization of non-renewable energy, limit landfill waste, and create healthy, overall sustainable conditions. Proposers should include an organizational plan for sustainability that looks to decrease adverse effects on the climate and improve the overall quality of life of its users. BRIC is seeking proposals that include the following, as applicable and feasible:
 - Enhance site potential through sustainably integrated design (see 5 b. below)
 - Limit non-renewable energy utilization
 - Utilize ecologically ideal items (see 5 c. below)
 - Conserve water
 - Optimize all maintenance and operations to follow concepts of sustainability
 - Upgrade indoor natural quality through biophilic designs, which can include incorporating natural materials, natural lighting, vegetation, and other elements of the natural world into the built environment



- b. Proposers should identify each portion of the site that can be improved through sustainably integrated design and provide design plans, with labels and explanations, accordingly. Parks is seeking proposals that include sustainable technologies such as:
- Use energy-efficient lighting & appliances
 - Use locally sourced materials
 - Using sustainable/recycled materials
 - Include a Comprehensive Waste Management Plan, including recycling program and composting, if feasible.
 - Utilize electric vehicles and maintenance equipment
- c. Proposers should include a plan for integrating sustainability into everyday operations such as:
- Provide sustainability measurements, analytics, and performance reviews
 - Use a sustainable leadership system to ensure an operation that is sustainable at its core (via employee training or workshops)
 - Provide a detailed plan for phasing out plastic usage and single-use items
 - Use “clean” or “green” cleaning products to ensure cleaner (water) run-off for the surrounding community
 - Provide a plan to organize composting or partner with a composting entity to ensure minimal trash to landfills

PLEASE NOTE: All proposals should indicate how the proposer became aware of this concession opportunity (e.g. newspaper ad; mailing list, BRIC website, etc.).

IV. EVALUATION AND SELECTION PROCEDURES

Proposals will be evaluated by a selection committee composed of a minimum of three (3) BRIC employees. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

A. PROPOSAL EVALUATION CRITERIA

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

- Fee offer:: see Section III (C)(3)(30%)
- Operating experience and Financial Capability: see Section III (C) (2) (30%)
- Planned operations: see Section III (C) (1) (30%)
- Integrated Sustainability by Design Section III (C (4)):10%

B. EVALUATION PROCEDURES

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

BRIC 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 BRIC will visit facilities operated by proposers.

V. OTHER GENERAL RFP REQUIREMENTS AND CONDITIONS



BRIC reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in its best interest to do so.

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

Proposers are also advised that the award of this concession is subject to applicable provisions of federal, State, and local laws and executive orders requiring affirmative action and equal employment opportunity.

Proposers 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.

All RFP submission materials become the property of BRIC.

BRIC 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 BRIC. Notwithstanding any language contained herein, the License Agreement is terminable at will by BRIC at any time.

A proposer may submit a modified proposal to replace all, or any portion of a proposal submitted up until the proposal submission deadline. BRIC will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules. Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to BRIC. A proposer may not withdraw its proposal before the expiration of forty-five (45) calendar days after the date of the opening of proposals; thereafter a proposer may only withdraw its proposal by submitting written notice to BRIC in advance of an actual grant of a concession.

Proposers should be aware that, upon BRIC's request, proposer(s) will be required complete an online Procurement and Sourcing Solutions Portal (PASSPort) Vendor and Principal Questionnaires (formerly known as Vendor Information Exchange System (VENDEX) forms) to the Mayor's Office of Contract Services (MOCS). In addition, any person or entity with at least a 10% ownership interest in the submitting vendor (including a parent company), is required to complete PASSPort Questionnaires (Principal Questionnaire for any person and Vendor Questionnaire for any entity with at least a 10% ownership interest in the submitting vendor). The concession award will be subject to completion of the PASSPort questionnaires and review of certain information contained therein by the Department of Investigation. To submit the questionnaires to MOCS, create an account and submit the vendor enrollment package in PASSPort through the NYC website at <http://www.nyc.gov/passport>.

The New York City Comptroller is charged with the audit of concession agreements in New York City. 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) 669-2323.

Deron Johnston,
Chief Programming Officer



Checklist of Items to be Included in Proposal

Please circle or fill out where applicable and include this form as the cover page of your proposal

Name of Proposer _____

Yes/N	
<input type="radio"/>	
Yes/N <input type="radio"/>	<p>You have included the following information:</p> <p>Proposer's Name _____</p> <p>Address _____</p> <p>_____</p> <p>_____</p> <p>Proposal Due Date and Time: Friday, April 24th, 2026, at 11:59 PM</p>
Yes/N <input type="radio"/>	If submitting a hard copy proposal, you have submitted four (4) copies of your proposal
Yes/N <input type="radio"/>	<p>You have submitted a fee offer for each year of the License term as follows:</p> <p>Season 1 _____</p> <p>Season 2 _____</p> <p>Season 3 _____</p>
Yes/N You have submitted a resume or detailed description of your professional qualifications	
Yes/N <input type="radio"/>	You have included a list of at least three (3) recent relevant references
Yes/N <input type="radio"/>	You have submitted a detailed operational plan for the entire Sublicensed Premises
Yes/N <input type="radio"/>	You have indicated in your proposal if you intend to create a new entity which would be awarded the contract, if selected as highest proposer. If you intend to operate as a Doing Business As (dba), please ensure you have filed the required paperwork with the NY Department of State.
Yes/N <input type="radio"/>	You have included a financial statement , or statements prepared in accordance with standard accounting procedures.



Yes/N <input type="radio"/>	You have identified the intended source of all funds proposed to be invested in the Sublicensed Premises
Yes/N <input type="radio"/>	You have acknowledged the receipt of all addenda that have been issued by Parks for this solicitation

EXHIBIT A

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) 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 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.¹ 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.

¹ 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 sublicensed 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.

Exhibit B - Site Map
(for reference only and subject to change)

