



**City of New York  
Parks & Recreation**

The Arsenal  
Central Park  
New York, NY 10021

**Solicitation # B369-PL**

**Request for Proposals**

**FOR THE OPERATION AND MANAGEMENT OF PARKING  
FACILITIES AT KEYSpan PARK IN STEEPLECHASE PARK,  
CONEY ISLAND,  
BROOKLYN**

Issue Date

March 18, 2003

**Michael R. Bloomberg  
Adrian Benepe  
Joanne G. Imohiosen**

**Mayor of the City of New York  
Commissioner of Parks & Recreation  
Assistant Commissioner for Revenue**

## **REQUEST FOR PROPOSALS**

### **FOR THE OPERATION AND MANAGEMENT OF PARKING FACILITIES AT KEYSPAN PARK IN STEEPLECHASE PARK, CONEY ISLAND, BROOKLYN.**

City of New York Parks & Recreation requests proposals for the operation of parking facilities at Keyspan Park in Steeplechase Park, Coney Island, Brooklyn. Parks is seeking proposers with an extensive background in the parking industry to operate this concession for a three (3) year term. The license agreement would commence immediately upon signing. The expected home opening date for the Brooklyn Cyclones, the New York Mets Class A minor league baseball affiliate that plays in Keyspan Park, is June 23, 2003.

#### **Project Manager**

The Parks & Recreation Project Manager for this concession is Jeffrey Shatz. Please call him at (212)360-1397 if you have any questions regarding this Request for Proposals (RFP) or this concession. You may also fax your questions to him at (212)360-3428, e-mail him at [jeffrey.shatz@parks.nyc.gov](mailto:jeffrey.shatz@parks.nyc.gov), or leave a message for him on the Telecommunications Device for the Deaf (TDD) at (800)281-5722.

**If you have a hearing impairment, please call the following toll free number and leave a message on the Telecommunication Device for the Deaf (TDD). The TDD number is 1-800-281-5722.**

#### **REQUEST FOR PROPOSALS TIMETABLE**

The following schedule has been established for the Request for Proposals (RFP) for the operation of the parking lots at Keyspan Park. It is subject to change as events and situations warrant.

RFP Release Date: March 18, 2003

Site Tour: Wednesday, April 2, 2003 @ 10am

*Site meeting will take place in front of the parking lot entrance to the Stadium on Surf Avenue between West 19<sup>th</sup> and West 20<sup>th</sup> Streets (to the right of the Stadium)*

Proposals Due: Wednesday, April 23, 2003 @ 2pm



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

## **The Concession: An Overview**

Coney Island in Brooklyn has long been associated with family amusement, ranging from beach activities, busy boardwalk concessions, and the famous Coney Island Amusement Park. This is the home of historic landmarks such as the Parachute Jump, which is listed on the State and National Register of Historic Places. In 2000, a new minor league baseball stadium was constructed and developed in Steeplechase Park for use by the Brooklyn Cyclones, a Class A affiliate of the New York Mets, who are owned by the Brooklyn Baseball Company, LLC (“BBC”). This project has been proven to be quite successful, as the Cyclones baseball games have been sold out in each of the first two years of their existence.

There are two (2) parking lots available for this concession. The primary lot is located adjacent to the stadium, between W19<sup>th</sup> and W 20<sup>th</sup> Streets, between Surf Avenue and the Riegelmann Boardwalk. There are approximately eight-hundred-and-eight (808) parking spaces available. The second lot is located between W21<sup>st</sup> and W 22<sup>nd</sup> Streets, between Surf Avenue and the Riegelmann Boardwalk, and fits approximately one-hundred-and fifty (150) cars. Please be aware that twelve (12) spaces must be reserved for team personnel in the primary lot.

NYC Parks and Recreation seeks proposers with an extensive background in the parking industry to operate and manage these two parking lots, which will cater to not only patrons of baseball games, but will be used for other occasions and events as well. The Brooklyn Cyclones will participate in at least thirty-eight (38) home games each season (primarily evening games), with the potential for as many as forty-four (44) games. Moreover, the City may use the new stadium for other events. Additionally, the Brooklyn Baseball Company, LLC may use the stadium for other programs during the course of the year.

Over the past few years, the City has been performing extensive renovations in this area of Coney Island, beginning on Stillwell Avenue and extending all the way to W25<sup>th</sup> Street. This includes the installation of lifeguard stations, comfort stations, playgrounds, volleyball courts, and gradual repair of the Riegelmann Boardwalk. The City is also rehabilitating the Parachute Jump, and has been working to improve public access from Surf Avenue to the Riegelmann Boardwalk on either side of the primary lot.

## **RATES**

**The parking rates for this concession are as follows:**

Baseball Games:	\$4.00
Beach Patrons:	\$8.00
Special Events	\$8.00

All rates must be approved by NYC Parks prior to each season of operation.

*Note: All parking fees are inclusive of sales tax on parking.*

**FEE OFFER**

The fee offer to the City must be expressed as a minimum guaranteed annual payment versus a percentage of gross revenue. This fee is only for beach activities and other events organized by the City. The City will be entitled to this fee and the applicable percentage payment for beach parking and all events that the City organizes. On game days, the City will receive their percentage from the revenue generated during the non-Access Period. (Access Period is defined as the period from 2 hours before game time until 1 hour afterwards.)

- Proposers should note that the operation of this concession is subject to the terms of the lease agreement between NYC Parks and the Brooklyn Baseball Company, LLC, and the terms of any other permits or license agreements issued for the use of the Stadium at Steeplechase Park that NYC Parks may enter into.

In accordance with aforementioned Lease Agreement, please be aware that the Brooklyn Baseball Company, LLC will be entitled to all revenue that the concession generates during the “Access Period” and/or during other events organized by the Brooklyn Baseball Company, LLC. *The concessionaire will be entitled to claim a percentage of these revenues attributable to the BBC, a percentage figure that should reflect the concessionaire’s expenses and profit.* Proposers must submit a percentage request in their proposals.

*Parks expects that the fee offered to the City and the percentage claimed from the revenues attributable to the BBC will both be reasonably based upon revenue pro-forma projections for each concession component.*

Please carefully read the portions of the Lease quoted below pertaining to this issue for further clarification:

**Section 11.04 (a)**

Landlord shall pay to Tenant an amount equal to one hundred percent (100%) of the portion of Landlord’s Net Parking Lot Income derived from Qualifying Vehicles (such amount is hereinafter referred to as “Tenant’s Parking Share).

**Section 11.04 (b) (i)**

“Qualifying Vehicles” means all vehicles that enter into or remain at any Parking Lot on the day of a Tenant Event at the Premises at any time between two (2) hours prior to and one (1) hour after the scheduled starting time of such Event, other than City vehicles on

official business.”

**Section 11.04 (b) (ii)**

**“Landlord’s Net Parking Lot Income” means Landlord’s gross income from or attributable to Qualifying Vehicles *less Landlord’s direct operating expenses incurred and fees claimed* pursuant to any Parking Lot license agreement which expenses and fees are reasonably attributable to Qualifying Vehicles.”**

**Section 11.04 (c)**

**“To enable Landlord to determine what portion of its Parking Lot revenues are from or attributable to Qualifying Vehicles, Landlord shall record and/or shall cause its licenses to record the number of Qualifying Vehicles in respect of each Team Event.”**

**The concessionaire must carefully monitor the number of cars that enter the parking lots at all times, including the “Access Period.” The payments due either the City (for any applicable percentage payments for beach parking or City events) or the Brooklyn Baseball Company (because they are owed net profits from the Access period and team events) will specifically be based upon the revenue pools generated during each respective time period.**

## **OPERATION/MAINTENANCE**

Proposers should submit a detailed operating plan for the operation of these two (2) parking lots. This includes a listing of the estimated number of full-time and seasonal employees respectively, and the positions these employees will fill. Parks will view favorably proposals that will employ members of the surrounding community. This information will be included in the successful proposer's license agreement as minimum required staffing.

In particular, please indicate the following:

- hours of operation
- number of traffic control attendants who will be on duty to manage the lots
- a plan to facilitate entry into and exit from parking areas
- security plan for each parking site

Please be aware that any vehicles that arrive before the Access Period on game day and remain in the lot during the Access Period must be charged both the \$8 beach rate and the \$4 game rate. The concessionaire may therefore charge \$12 to customers who arrive at the beach early on a game day, with the assurance that \$4 will be returned to them if they exit prior to the Access Period. Proposers may propose an alternate plan, for Parks’ review, to collect fees from any vehicles that arrive prior to the Access Period and stay there during game hours. (This plan may not include the option of charging these vehicle owners as they exit the lot at the end of the games).

Operating plan must be approved by NYC Parks prior to commencement of concession operation. Proposers should note that the operation of this concession will be subject to the terms of the lease agreement between NYC Parks and the Brooklyn Baseball Company, LLC, and the terms of any

other permits or license agreements issued for the use of the Stadium at Steeplechase Park that NYC Parks may enter into. In addition, when there are no events at the Stadium, Parks reserves the right to use the lots for special events.

The concessionaire will be responsible for refurbishing all of the ticket booths in the parking lots prior to the opening game of the season.

The concessionaire will be responsible for the removal of ice and snow, and for clearing and keeping clear all drains, catch basins, and piping on the site. During the off-season, the concessionaire will be responsible for clearing snow and ice in the parking lot areas that will be utilized for special events.

The concessionaire will be required to provide a mechanical sweeper. This equipment must be kept on the concession site during the baseball season.

The concessionaire will be responsible for all maintenance and security at the site. This includes the maintenance of the planters that are located within the primary parking lot. Proposals must include a schedule for cleaning and maintenance, a security plan, and staffing arrangements. In addition, the concessionaire will be responsible for all lighting at the site. This includes the installation of an electric meter on site.

The concessionaire will be responsible for all utilities at the site. See RFP “Requirements” below for more information regarding utilities.

Note: Please be aware that the parking lot concessionaire may not charge patrons of the Abe Stark skating rink (located adjacent to the Stadium) any admission fees from September 1- June 1. If, however, patrons of the Abe Stark facility enter the lot during the Access Period, as described in the RFP, then he/she must be charged the \$4 game rate (or the rate charged for other events such as concerts).

## **The Term**

The term for this concession will be three (3) years. No longer term will be considered. This concession will be operated pursuant to a license issued by Parks & Recreation; no leasehold or other proprietary right is offered.

## **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. The concessionaire will be required to carry at least \$1,000,000 in general liability insurance coverage, \$1,000,000 in property damage liability, and replacement value (at least \$100,000 coverage) in fire and casualty coverage with the City of New York named as an

Additional Insured.

3. 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.
4. All parking fees, hours of operation, and any changes in the above must be approved in writing by Parks & Recreation.
5. The concessionaire will be required to remove all rubbish generated by this concession and keep the concession site in a clean and neat condition at all times. In addition, the concessionaire will be responsible for keeping all signs and structures on the site free of graffiti. Therefore, the concessionaire will be required to submit a cleaning and maintenance schedule for Parks' approval.
6. The concessionaire will be responsible for the removal of ice and snow, and for clearing and keeping clear all drains, catch basins, and piping on the site. During the off-season, the concessionaire will be responsible for clearing snow and ice in the parking lot areas that will be utilized for special events.
7. The concessionaire and all employees of the concessionaire must wear uniforms of a color and design approved by Parks & Recreation. Parking and traffic control attendants will be required to wear distinctive, easily identifiable uniforms. For night games such personnel must wear reflective vests and carry flashlights or light wands.
8. The concessionaire will be responsible for maintaining total security at the site.
9. The concessionaire must make all improvements and repairs deemed necessary by Parks. Prior to the start of each baseball season, the concessionaire will be required to paint all toll-booths. The concessionaire must detail any improvements and repairs necessary for the operation of these facilities, and the estimated cost of these improvements. Any designs submitted are subject to Parks' approval and become the property of Parks upon submission.
10. The concessionaire must provide Parks with as-built drawings upon completion of any construction or renovation project that occurs during the license term.
- 11. 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 expiration, 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. In particular, the concessionaire will be required to provide a mechanical sweeper. This equipment must be kept on the concession site during the baseball season.**
12. 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. The concessionaire will be required to remove any unsuitable existing materials as required. Parks & Recreation makes no representations that

there are adequate utilities currently in place at the site.

13. The concessionaire must set aside the requisite number of spaces for disabled parking. The concessionaire will comply with all City, state and federal laws relating to access for people with disabilities.
14. The concessionaire will be required to submit monthly statements of gross receipts in a format approved by Parks. **The concessionaire must carefully monitor the number of vehicles that enter the parking lots at all times, including the “Access Period.” The payments due to either the City or the Brooklyn Baseball Company, LLC will be based upon the revenue pools generated during the respective time periods, as described earlier in the “Fee Offer” section.**
15. The concessionaire is responsible for the payment of all applicable taxes for the operation of this concession. No taxes except the consumer sales tax on parking may be deducted from gross receipts.
16. 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.
17. Parks' inspectors may visit the concession site unannounced to inspect operations and determine whether or not the concessionaire is complying with the terms of his or her permit. If these inspectors find violations, the concessionaire may be assessed a fine for each violation. Concessionaires must also comply with all directives originating from inspections by any other City, state, or federal agency having jurisdiction over the operation of this concession (e.g., NYC Department of Consumer Affairs, NYC Fire Department).



## Request for Proposals Process/Proposal Procedure

### Proposal Submission Instructions

Each proposal **must** meet the requirements listed below in the "Proposal Submission Requirements" section, and should comply with all the items listed below in the "Bid Submission Guidelines" section. Please fill out the proposal information sheet attached to the end of this document. All other information should be printed or typed on 8 1/2 x 11" paper. The proposal information sheet, the proposal deposit, and all additional information should be submitted in a sealed envelope with the following information written on the outside:

- Your name and address
- Solicitation B369-PL
- Coney Island Parking Lots
- Return Date: April 23, 2003 @ 2pm

No proposals should be submitted in plastic sleeves or spiral bindings. Illustrations may be included. All plans are subject to Parks' approval. Oversized drawings may be submitted, but must be accompanied by 8 1/2 x 11" sectionals or reductions to 8 1/2 x 11". No telegraphic or facsimile proposals will be accepted.

Please contact the project manager to obtain the necessary business questionnaires (listed below in the "Proposals Guidelines" section, and submit three (3) completed copies of each of these questionnaires as part of your proposal submission.

### Proposal Submission Requirements

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

1. All proposals must include a fee offer for each year of operation ( see p. 4)
2. The proposer must submit his or her proposal in a sealed envelope to the Assistant Commissioner for Revenue, NYC Parks & Recreation, The Arsenal, Room 407, Central Park, New York, New York 10021, **no later than Wednesday, April 23, 2003 @ 2pm. No proposals will be accepted after that time.** Proposals received after the submission deadline above will be returned and will not be considered for award. In order to ensure that your submission is considered, Parks recommends that proposals be hand-delivered to the Arsenal, Room 407 at least one or two days before the submission deadline.
3. **All proposers are required to submit a certified check, bank check, official check, or money order in the amount of \$20,000 (twenty thousand dollars) with the proposal (payable to City of New York Parks & Recreation). The checks/money orders of the successful proposer will be retained as liquidated damages in the event that this proposer fails to enter into an agreement with Parks & Recreation. All other checks**

**will be returned.**

### **Proposal Submission Guidelines**

1. The fee offers to the City should state the highest sum each proposer is prepared to pay as a license fee, expressed as a guaranteed minimum annual fee versus a percentage (%) of gross receipts. The City strongly urges that there be an escalation of at least five percent (5%) in the guaranteed minimum fee over the license term. In addition, proposers must claim a percentage of the revenue attributable to the Brooklyn Baseball Company, LLC for each year of operation (see page 4 for all details).
2. Proposers should submit a detailed timetable for any design or capital work that they may propose to do. This timetable should clearly outline any intended improvements, the projected cost of these improvements, and the anticipated commencement and completion dates of these improvements. Please do not exaggerate intended investment. In the successful proposer's license agreement, the cost estimates provided in the proposer's submission will become a minimum required expenditure, and the time frame provided will become a required construction schedule. Therefore, please be realistic or even conservative in the investment plan you offer.
3. Proposers should include four (4) copies of the proposal in their submission. Proposers should submit completed copies of Parks' business questionnaires (Business and Personal Questionnaires) and VENDEX business questionnaires (Business Entity and Principal Questionnaires), which may be obtained by contacting the project manager. Four (4) copies of each of these cited forms should be submitted.
4. Proposers should submit a resume or detailed description of the proposer's professional qualifications. Please highlight any previous experience working for a city agency or city regulatory agency, and the extent to which you have been able to accommodate city procedures. Also, include the names and addresses of all corporate officers of the entity submitting the proposal.
5. Hours of operation, proposed cleaning and maintenance schedules, and staffing and security plans should be included.
6. 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 they expect to hire from the surrounding community. Parks will view favorably proposals that will employ members of the surrounding community. In particular, please indicate the number and hours of operation of parking and traffic control attendants who will be on duty to manage parking during baseball games: to facilitate entry into and exit from parking areas, and provide security at all parking sites in use. This information will be included in the successful proposer's license agreement as minimum required staffing.
7. All proposers should include a detailed, well thought out pro forma income and expense

projection for each year of operation. This pro forma should include explanations for all of the assumptions used in its formulation.

8. All proposals should include a financial statement prepared in accordance with standard accounting procedures.
9. NYC 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 assess customer satisfaction with the services offered at this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.

## **Evaluation and Selection Procedure**

The proposals will be evaluated by a Parks & Recreation selection committee, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria indicated 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, NYC Parks & Recreation will use the following criteria:

- Fee offer
- Proposed operations, cleaning and maintenance schedules, staffing and security plans
- Operating experience, including experience as a City concessionaire
- Financial capability (as indicated by financial statement and business questionnaires)

### **2. Evaluation Procedure**

NYC Parks & Recreation 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 do not comply with the "Submission Requirements" section of this RFP. Proposals that do not meet these requirements will not be evaluated.

## **Other General RFP Requirements and Conditions**

NYC Parks and Recreation reserves the right to postpone or cancel the RFP or reject all proposals, if in its judgment it would be in the best interests of the City of New York to do so.

Proposers are advised that NYC Parks & Recreation has the option of selecting the successful proposer without conducting negotiations. Therefore, each proposer should submit his or her best proposal initially since negotiations may not take place.

All Request for Proposals submission material becomes 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 proposals from public disclosure, pursuant to Section 87 (2)(d) of the Public Officers Law, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested.

If Parks grants the request for exception from disclosure, Parks will keep such proposals or portions thereof in secure facilities.

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

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 proposal 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 clarificatory information to all potential vendors. Proposers should contact the agency prior to submission of proposals to verify that any addenda issued have been received and proposers are to acknowledge the receipt of all addenda as part of their proposals.

The Office of the Comptroller of the City of New York is charged with the audit of concession agreements. Any person or entity who believes that there has been unfairness, favoritism, or impropriety in the proposal process should inform the Comptroller's Office of Contract Administration, located at 1 Centre Street, Room 835, New York, NY 10007. This office may be contacted at (212)669-2323.

Adrian Benepe, Commissioner