

BROOKLYN BRIDGE PARK CONSERVANCY

Invites you to apply to be a Food Truck or Caterer Vendor in the Events of this Season: May - October 2024



The Brooklyn Bridge Park Conservancy is calling out to commercially operated food truck vendors and caterers to provide food service at Brooklyn Bridge Park this Season.

We are excited to bring new partners on board and to introduce new food options to our patrons!

Confirmed Vendors will be responsible for concession operations in accordance with the terms and conditions set forth in this Request for Proposal and the Food Truck License Agreement made subsequently between Brooklyn Bridge Park Conservancy and the selected Food Truck Vendors.



LOCATION

Each year, hundreds of thousands of New York City residents and visitors find their way to Brooklyn Bridge Park to explore and partake in a dynamic suite of public programs offered. The Brooklyn Bridge Park Conservancy plays a vital role in bringing this community-focused, and world-class waterfront Park to life, serving as its chief programming partner. Our mission is to connect people, nature, and the waterfront through inclusive, innovative, and to produce and host vibrant programs - with something for everyone.

GOALS

The goals of permitting **food vendor concession privileges** at the park are: to offer high quality, value-based menu items to visitors; to create a casual, engaging dining experience; to complement the other park amenities and activities; to attract new visitors to the park; Healthy, locally sourced food options and use of compostable, recyclable serving materials are a plus. We have a number of opportunities across the Summer 2024 season.

TERMS OF SERVICE CONTRACT

The term of the Contract(s) with the selected Food Truck Vendor(s) shall begin on or about **May 18, 2024**, and shall conclude **no later than November 1, 2024**, unless terminated sooner by Brooklyn Bridge Park Conservancy. During the Term, the Food Truck Vendor's right to possession of the Food Truck Vendor Space is limited to specific events as determined by Brooklyn Bridge Park Conservancy.

FEES

<u>Participation Fee</u> The Participation Fee shall be based on concessions gross revenue sharing from the sale of Food Concessions ("<u>Concessions Gross Revenues</u>"). Operators shall pay to Conservancy in cash 10% of gross revenues (the "<u>Conservancy Revenue Amount</u>"). Operators (vendors) shall provide Conservancy with a calculation of the Concessions Gross Revenues.

Security Deposit

Approved Food Truck Vendor must provide Brooklyn Bridge Park Conservancy a security deposit in the amount of \$500.00 as security for compliance with the terms and conditions of the Agreement. Upon the occurrence of any damage to the Park caused by the Food Truck Vendor and/or its employees, agents, contractors, invitees, customers, clients, family members or guests, Brooklyn Bridge Park Conservancy may, in its sole discretion, without prejudice to any other remedy, use and apply the Security Deposit toward any damage, injury, expense or liability incurred by the Food Truck Vendor. After the Term, and provided the Food Truck Vendor has complied with the terms and conditions of this Agreement, Brooklyn Bridge Park Conservancy shall return the Security Deposit or any remaining amount thereof to the Food Truck Vendor, without interest, within fifteen (15) days from the end of the Term.

OBLIGATIONS

- As per Corporation, Food Truck Vendors are allowed at the Park at a specific given time and they must use the designated Food Truck Vendor Space location
- No tobacco products, alcohol or music is allowed. No chair or umbrella rental is permitted
- Food Truck Vendors must keep the Food Truck Vendor Space and adjacent areas in the Park clean and in orderly condition
- Food trucks shall be no longer than 20 feet in length and 10 feet wide
- The Food Truck shall only use the designated Food Truck Vendor Space, which shall be identified by a representative of Brooklyn Bridge Park Conservancy prior to the first vending session



- Food Truck Vendors agree to vacate the Food Truck Vendor Space, leaving it clean and in good condition, at the end of each day
- Food Truck Vendors must comply with <u>Park Rules</u>.

INSURANCE

Food Truck Vendors, at their own cost, shall maintain public liability and property damage insurance with a single combined liability limit of \$1,000,000.00 and an aggregate limit of \$2,000,000.00 and an umbrella policy of not less than \$2,000,000.00 insuring against all liability of Food Truck Vendors and their authorized representatives arising out of and in connection with Food Truck Vendor's use or occupancy of the Food Truck Vendor Space. Food Truck Vendors shall notify the insurance carrier that food sales will occur on the Property. Food Truck Vendors shall designate Licensor, The Brooklyn Bridge Park Conservancy and their members, directors, officers, employees, agents and volunteers as insureds on said policies. See 'Addendum A' below for details.

CRITERIA OF SELECTION

Food Truck Vendors will be selected based on the following criteria:

- Understanding of <u>The Conservancy's mission and goals</u> and willingness to help The Conservancy advance its mission through various means, including but not limited to: communicating with the public, prominent recognition of our website, providing a link on Food Truck Vendor's website, and participating in selected events at the Park
- Compliance with required insurance information
- Documentation / References from past performance on similar ventures and other projects
- Personnel qualifications and experience
- Promotional plans for the concession

Any Vendors who submit a conforming proposal may be asked to meet via Zoom to present their qualifications and/or experience, and elaborate on their proposal.

SUBMISSION CHECKLIST

We are excited to read your proposal!

Please, include the following required items in the submission to be considered for the season:

- A copy of your **DOH** catering permit.
- If using propane you will need a propane license from FDNY.
- Documentation of certifications and sample insurance. Successful applicants will need to provide The Conservancy with a full Certificate of Insurance (COI) demonstrating the above required coverage prior to taking possession of the Food Truck Vendor Space. See 'Addendum A' below for details.
- Photos of the food truck—exterior front, back, sides and interior or CATERING SET UP.
- Food and drink menu (no alcohol).
- Links to or copies of existing <u>Promotional Materials</u>: brochures, website pages, advertising, and/or other means of promoting operations.
- Cover Letter: include detailed description of the entity, names and roles of its principals, and key personnel.



HOW TO APPLY

Please submit a proposal to the Programming Department at <u>programming@brooklynbridgepark.org</u> as a PDF file. Please include, "Food Truck RFP" as your subject line. Proposals will be accepted on a rolling basis.

Brooklyn Bridge Park Conservancy provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. Committed to an inclusive and equitable work environment, BIPOC candidates are strongly encouraged to apply.



ADDENDUM A: INSURANCE REQUIREMENTS

- 1. Commercial General Liability with a limit on not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.
- 2. If applicable: Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of BBPC held in their care, custody and/or control.
- 3. Workers Compensation, Employers Liability, and Disability Benefits, as required by New York State.
- 4. If driving vehicles onto the site, Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile Owned, leased, hired and non-owned automobiles.

Insurance coverage shall be provided only by an insurer duly licensed in the State of New York. All insurance policies and certificates procured by the Operator shall name as additional named insured:

Brooklyn Bridge Park Conservancy, Brooklyn Bridge Park Corporation d/b/a Brooklyn Bridge Park, New York State Urban Development Corporation d/b/a Empire State Development Corporation, Brooklyn Bridge Park Development Corporation, the State of New York, The City of New York, NYC Department of Parks and Recreation and their respective commissioners, directors, officers, employees, agents, successors and assigns.

Such additional insured coverage shall be at least as broad as the most recent edition of Insurance Services Office (ISO) Form CG 20 26.

Certificate holder should be listed as: Brooklyn Bridge Park Conservancy 334 Furman St. Brooklyn, NY 11201