

**New York City Department of Environmental Protection
Bureau of Water and Sewer Operations and Bureau of Public Affairs
and Communications**

**Request for Information in Connection with
the New York City Department of Environmental Protection Central
Park Gatehouses Initiative**

Issued: January 10, 2025

Responses due: February 14, 2025, 5:00 PM

Overview

The New York City Department of Environmental Protection (DEP) is responsible for sourcing and delivering high-quality drinking water to nearly 10 million New Yorkers every day, including the nearly 8.8 million City residents and another million who live in the counties north of the City. The water supply is sourced from a 2,000-square-mile watershed spread throughout suburban, rural, and mountainous communities in the Hudson Valley and Catskills regions, stretching as far as 125 miles from City Hall. DEP's Bureau of Water and Sewer Operations (BWSO) is responsible for operations of all water supply and sewer infrastructure within New York City. DEP's Bureau of Public Affairs and Communications (BPAC) supports the Agency by managing and distributing information to the public and key stakeholders, including educational programs.

The Jacqueline Kennedy Onassis Reservoir was built between 1858 and 1862 to store drinking water for New York City. As the City continued to grow, the Board of Water Supply gradually constructed a system of upstate reservoirs and tunnels, rendering the in-city reservoirs obsolete. The Jacqueline Kennedy Onassis Reservoir was decommissioned as part of the drinking water supply system in 1993 and today serves as a popular destination for jogging and walking in Central Park. There are three gatehouses adjacent to the reservoir, which were historically used by reservoir operators and still hold functioning operational equipment for the reservoir that will need to be protected. Recognizing the rich history of the reservoir and gatehouses, DEP endeavors to convert the North and/or South Gatehouse into a multipurpose space for the public to interact with and learn about the history of New York City's water supply.

Purpose of this RFI

DEP is seeking information and input from appropriate entities regarding the potential conversion of the North and South Gatehouses and the development of a multipurpose educational space that celebrates the history of the reservoir and water supply in New York City for the ultimate purpose of preparing one or more Request for Expressions of Interest (RFEI), Invitation for Bids (IFB) or Requests for Proposals (RFP). THIS IS A REQUEST FOR INFORMATION ONLY.

This RFI is not being used to procure a supply or service, but is being issued solely for informational and planning purposes; it does not constitute an RFP, an IFB, a promise by DEP to issue an RFP or an IFB, nor does it commit DEP to contract for any supply or service whatsoever. Respondents to this RFI are advised that DEP will not pay for any information or administrative costs incurred by them in responding to this RFI; all costs associated with responding to this RFI will be solely at the respondent's expense. Failure to respond to this RFI will not preclude participation in any future solicitation, if any.

Deadline for Responses

Unless otherwise communicated by DEP in writing, responses to this RFI must be submitted no later than the deadline indicated on the first page of this document.

Statement of Need

DEP is seeking to restore and convert the North and/or South Gatehouses of the Jacqueline Kennedy Onassis Reservoir in Central Park into a multifunctional space accessible to the public. The space would provide improved access to the South Gatehouse, which is an architecturally significant historical structure that offers stunning views of the Jacqueline Onassis Reservoir, Central Park, and NYC's skyline. The space would potentially house educational information and historical artifacts highlighting the history of water supply in New York City. At the same time, the Gatehouses would need to continue holding and allowing access to DEP critical operational equipment for the reservoir in a way that satisfies all relevant DEP policies and state and federal regulations.

Additionally, neither Gatehouse has not been publicly accessible or heavily used in several years and will likely need updates to be brought up to date with relevant standards, codes, and regulations.

DEP is seeking potential sources of partnership and external funding for necessary capital, operational, and staffing expenses associated with the Central Park Gatehouse Initiative. There is potential for this initiative to be funded through revenue collected from admission or rental fees.

Project Goals

The initiative aims to create a multifunctional public space in the South Gatehouse of the Jacqueline Kennedy Onassis Reservoir in Central Park. This existing DEP facility is in a heavily trafficked area of Central Park and has the potential to become a unique attraction dedicated to the history of water supply in New York City. Restoring this historic building will provide a valuable educational space where visitors to Central Park could learn about the history or providing clean water to the residents of the city.

DEP is willing to facilitate the use of the North Gatehouse and South Gatehouse, and any vendor, partner, or developer under this contemplated program would work closely with DEP to ensure DEP policy, federal and state regulations are adhered to, and equipment in the Gatehouses is properly maintained and secured. Safety of the visitors to the South Gatehouse and the general public are paramount to this project.

Key considerations under this RFI include, but are not limited to, the following:

- Retrofit of Central Park North and/or South Gatehouse to ensure that building is compliant with all regulatory requirements for public access (Note: Gatehouses are currently undergoing basic

upgrades including restoring and installing windows and doors, masonry cleaning, and repainting)

- Climate control and cosmetic improvements to interior of building to make it a welcoming, accessible, and comfortable public space
- Concept-level design of exhibits for a museum or educational exhibit highlighting the history and development of New York City water supply
- Identification of potential revenue sources that could defray operational costs (e.g. event rentals)
- Identification of partners that could assume responsibility for day-to-day exhibit operations.
- Efforts made to identify potential state and federal grant opportunities to defray costs

Description of Physical Space

The South Gatehouse has less useable space. The North Gatehouse is larger and boasts a beautiful south-facing view of Central Park and Midtown Manhattan. Each gatehouse has a lower level to which public access would be restricted, and house above ground operational equipment that would need to be protected. DEP requires occasional access to this equipment to ensure its integrity and proper functionality.

South Gatehouse total area is 2284 square feet. This gatehouse contains a lavatory only (no sink) that is *currently* not suitable for public use but may be upgraded. The nearest public restroom is a four-minute walk (0.2 miles) away from the South Gatehouse.

North Gatehouse total area is 2517 square feet. The nearest public restroom is a two-minute walk (0.1 miles) away from the North Gatehouse.

Requested Information

At a minimum, responses to this RFI should include the following information:

- Contact Information:
 - Name and mailing address of entity submitting RFI response
 - Name, title, email and phone number of individual responsible for submitting RFI response
- Industry(ies) that submitting entity typically operates in and provides solutions to.
- Any relevant history submitting entity has on a similarly scoped project
- Discussion of how submitting entity would satisfy the objectives set forth by DEP in the “Statement of Need” and “Project Goals” sections of this RFI and the proposed role that entity would play in achieving them
- Description of key performance indicators that may be used to track progress towards satisfying the objectives set forth by DEP in the “Statement of Need” and “Project Goals” sections of this RFI
- Description of the services and products that the submitting entity could provide to satisfy the objectives set forth by DEP in the “Statement of Need” and “Project Goals” sections of this RFI. Include information as to whether any of these services and/or products would be provided directly by the submitting entity or through subcontracting arrangements with third parties.
- Identification of potential grants, partnerships, inter-governmental agreements, leases, sub-leases, co-ownership agreements or similar agreements and/or structures that could be used to defray capital outlay and recurring services’ costs.
- Description of potential or recommended operational and pricing models.

General Information relating to RFI / RFI Responses

DEP may use information obtained from responses to this RFI in making programmatic decisions and/or to develop a competitive procurement such as an RFP or IFB.

Respondents are advised to clearly mark any proprietary and/or confidential content that is included in the response to this RFI.

Pursuant to the New York State Freedom of Information Law (“FOIL”), DEP may be required to disclose to third parties information related to the matters contemplated by this RFI and the responses received to it, including, but not limited to, information designated as “confidential” or “proprietary” by a respondent. If a third party requests disclosure of any such “confidential” or “proprietary” information pursuant to FOIL, as soon as practicable after DEP has actual knowledge of such request, the City agrees to inform the respondent that DEP has received such request and to discuss with respondent the extent, if any, to which such information may be withheld from disclosure under FOIL.

Respondents should note that DEP retains sole and absolute discretion regarding what “confidential” and/or “proprietary” information, if any, may be withheld from disclosure under FOIL. If DEP determines, in its sole and absolute discretion, that any such “confidential” or “proprietary” information may not be withheld from disclosure, DEP agrees to provide notice to the respondent of DEP’s determination, as soon as practicable after DEP reaches its determination, such that the respondent may seek to avail itself of any rights or remedies that may be available to it that would prevent disclosure of any such information.

All materials submitted by a respondent in connection with its response or subsequent communications with DEP, if any, shall become the property of DEP and DEP may or may not return such materials to the respondent, at its sole discretion.

Questions regarding this RFI should be submitted via email to glroman@dep.nyc.gov prior to the response due date and time noted above. Please submit all questions no later than 10 business days before the RFI is due. DEP recommends allowing at least five (5) business days for a reply. Be sure to put RFI “**Park Gatehouses Initiative**” in the subject line. Late questions may not be addressed. Questions should not contain proprietary or classified information.

Responses to the RFI shall be submitted to glroman@dep.nyc.gov with the subject line RFI “**Park Gatehouses Initiative**”.

DEP may issue responses to all questions to all those that have received the RFI packet. Any revisions to the RFI will be posted to the New York City Record <http://www.nyc.gov/cityrecord> .

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
NON-DISCLOSURE AGREEMENT

Project: Request for Information in Connection with the Department of Environmental Protection's Central Park Gatehouse Initiative (RFI #: _____)

The undersigned company (Recipient) hereby acknowledges and agrees that certain information, contained in the RFI package for the above-named project, regarding the New York City Department of Environmental Protection (NYCDEP), which may include, but is not limited to, restricted drawings, electronic files, microfilms, or CDs, technical information and employee identities, which will be conditionally disclosed pursuant to this agreement (the Non-Disclosure Agreement), is sensitive, confidential, and proprietary to NYCDEP and is a valuable, special and unique asset of NYCDEP. Recipient, therefore, agrees that neither it, nor any of its agents, servants, or employees, will at any time, without the prior consent of NYCDEP, disclose, permit the disclosure of, release, disseminate, or transfer any such information to a third party, except as stated herein. This Non-Disclosure Agreement shall apply even if Recipient or Recipient's subcontractors defaults or if the RFI for the above-named project is otherwise terminated or if Recipient is not awarded the contract for the above-named project. This Non-Disclosure Agreement shall survive the completion of the solicitation and the contract for the above-named project (if any) between NYCDEP and Recipient.

Recipient agrees to protect such information, using at least the same degree of care it uses to protect its own confidential and proprietary information, but in no case with less than reasonable care. Recipient further agrees to return, destroy, or delete all information, including any copies, abstracts, or excerpts relating to NYCDEP immediately upon demand.

Recipient shall carefully restrict access to such information to agents, servants, or employees, as is reasonably required for the purposes set forth herein, and shall require those persons to agree to confidentiality terms and conditions at least as restrictive as those that apply to Recipient herein. Recipient may disclose, permit the disclosure of, release, disseminate, or transfer such information to subcontractors who are or may be directly involved in the work performed for the sole purpose of gathering proposals, estimates, or bids for services and/or materials provided by such subcontractors that are necessary for the above-named project. Recipient shall ensure that any such subcontractor, to whom it provides such information, agrees to confidentiality terms and conditions at least as restrictive as those that apply to Recipient herein. Recipient shall maintain an up-to-date log of all of its agents, servants, or employees, and its subcontractors and such subcontractors' agents, servants, or employees, to whom it provides such information, and shall make such log available to NYCDEP upon request. In the event Recipient bids on the above-named project, Recipient shall submit such log to NYCDEP at the time of bid submittal. Recipient agrees to retain such log for six (6) years after the bid date of the above-named project, or the termination of a contract for the above-named project if awarded to Recipient, whichever is later.

Recipient specifically acknowledges the sensitive nature of the information delivered to undersigned by NYCDEP, and that any violation of this Non-Disclosure Agreement could compromise the security of NYCDEP and the City of New York (City).

In the event of a breach or threatened breach of this Non-Disclosure Agreement, NYCDEP shall be entitled to an injunction restraining Recipient from disclosing in whole or in part, any of such information. Nothing herein, shall be construed as prohibiting NYCDEP from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Recipient.

In the event that Recipient becomes legally compelled to disclose any of the materials or information received pursuant to this Non-Disclosure Agreement, Recipient shall provide NYCDEP with prompt notice

of such requirement so that NYCDEP may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Recipient agrees to furnish only that portion of the material which is legally required.

By granting Recipient conditional access to the confidential information, neither NYCDEP nor the City waives any statutory or common law evidentiary privileges or protections that it may assert in any court proceeding to protect any information to which Recipient has been given conditional access under the terms of this Non-Disclosure Agreement.

Recipient has signed this Non-Disclosure Agreement through its authorized representative.

Signature: _____

Name (print clearly): _____

Title: _____

Company (print clearly): _____

Date: _____