

## **REQUEST FOR PROPOSALS**

**To manage the seasonal ice skating rink in  
Bryant Park, New York City  
to begin with 2024/2025 winter season**

February 2, 2024

Bryant Park Corporation  
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**I. Introduction to Bryant Park**

Bryant Park is located in Midtown Manhattan, between 42<sup>nd</sup> and 40<sup>th</sup> Streets, Sixth and Fifth Avenues, to the west of the New York Public Library’s main building.

Bryant Park Corporation (“BPC”), a not-for-profit company, has managed Bryant Park for over thirty years under contract with the City of New York (“the City”), acting by and through the Department of Parks and Recreation (“DPR”).

The talent, dedication, and execution of BPC management and staff have transformed Bryant Park into an internationally acclaimed public space in the heart of Manhattan. The ongoing mission of BPC is to create a rich and dynamic visual, cultural, and intellectual outdoor experience for New Yorkers and visitors alike; to enhance the surrounding neighborhood by continuously improving the Park; to enhance the Park's status as a prime destination for New Yorkers and visitors by presenting a meticulously maintained venue for free entertainment events year round; and to foster a safe and vibrant atmosphere by attracting significant numbers of people at all hours when the Park is open.

BPC operates Bryant Park with private sector techniques and management methods, providing sanitation and security services, spotless restrooms, colorful gardens, and seasonal horticultural installations in addition to maintaining the only lawn in Midtown Manhattan that is open to the public. BPC also works with civic-minded patrons to offer myriad amenities, free educational programs, and quality entertainment attracting people of all ages. In the winter months, Bryant Park is transformed into a winter destination (currently known as Bank of America Winter Village at Bryant Park), with an ice skating rink, holiday market, rink-side bar and food hall, and amenities. Professional skating performances, an annual tree lighting ceremony, and various holiday market events draw in millions of people who have made visiting Bryant Park during the winter a New York tradition.

Visitor services are a cornerstone of BPC’s efforts to assure the overall quality of the Bryant Park atmosphere and experience. Careful selection and management of partners ensures that Park visitors have access to high quality food and experiences. BPC strives to improve the park each

year, paying close attention to urban planning, park, and other models and constantly seeks innovations.

Website: <https://bryantpark.org>

## **II. Overview and Background of Winter Season**

The park's winter set-up currently consists of three temporary operations: ice skating rink, holiday market, and seasonal bar and food hall.

Each element is described below, and is shown in the map and in photos included in **Exhibit A**.

### **Ice Rink**

Typically opening in late October and closing in early March, Bank of America Winter Village at Bryant Park is a world-class destination comprised of a holiday market that surrounds a 17,000 square foot ice skating rink.

Drawing more than 300,000 skaters annually, the free admission ice skating rink is the centerpiece of Bryant Park's winter activities and a spectacle among Midtown Manhattan's urban landscape. The temporary ice surface sits upon the park's lawn above the New York Public Library's underground stacks. The rink is 170' by 100' and is flanked on one side by a pavilion that houses a variety of services/support areas: skates, benches, bag check, skate sharpening, EMT, ice resurfacing machine/snow melting system, event spaces, restrooms and more. Most of the exterior of the rink is open with a deck built at rink level for park visitors to enjoy the scene next to the rink's dasher boards.

Free and paid amenities, such as high-quality skate rentals, bag check, skate sharpening and lessons, and first-aid services, as well as special events, including performances by world-class skaters, make the rink experience unparalleled.

### **Holiday Market**

Opening simultaneously with the ice rink (and closing in early January), the temporary, seasonal market consists of approximately 200 custom designed kiosks housing a wide range of vendors. The kiosks are located throughout the park's pathways and terraces, housing shops with an array of products: jewelry, ornaments, home décor, food, gifts, and more.

### **Seasonal Bar and Food Hall**

A pop-up food hall is currently located on the rink's northeast corner. The popular eatery features artisanal food vendors and a full-service bar (liquor/wine/beer).

## **III. Proposal Overview**

This RFP is for Owner's Representative services related to the ice rink operations only, as described in Section IV, starting with the winter 2024/25 season for an initial term of one (1) year, subject to possible extension in yearly increments, i.e. two (2) one (1)-year renewal options at BPC's discretion, not to exceed a total term of three (3) years. The agreement is subject to earlier termination by BPC upon direction of Parks.

The seasonal ice rink, as well as the snow melt room, support deck, and pavilion structures

(together referred to as the “Facility”) are installed each October by BPC and its contractors. BPC also provides furnishings, fixtures, and equipment, including the inventory of ice skates and staff uniforms, for the facilities. Planning, design, and permitting services, as well as power, are provided for by BPC.

The Facility is typically open daily from late October through early March and standard business hours are 8am until 10pm, but may extend earlier or later to accommodate specific programs, special events, or public demand during peak season. The Rink may operate during Bryant Park’s operating hours, and shall not be open to the public while the Park is closed.

All receipts generated through the ice rink operation are deposited into the rink operations bank account, owned by BPC. The approved operating expenses of the rink are paid from the rink operations account.

BPC is open to new ideas for operational processes and financial models, in order to attract new skaters, maximize revenue, and provide the public with the most exceptional experience possible.

Please note that the sale of alcohol is prohibited by the operator of the skating Facility.

#### **IV. Proposal Requirements**

##### **Overall**

The selected Owner’s Representative service provider (“Provider”) will be required to meet the highest visual, operational, customer service, production, and/or management standards, partnering with BPC to provide top quality amenities and services to visitors.

The scope of work will include:

##### **A. HOSPITALITY AND FACILITIES MAINTENANCE**

The selected provider will assemble and manage a hospitality and facilities maintenance staff, who will operate and manage the Facility, which includes skate rental services, event spaces, public restrooms, and support offices, at the highest industry standards.

The scope of work will include recruiting, hiring, training, and managing hospitality and facilities maintenance staff as described in this section.

The staff’s roles and responsibilities will include, but are not limited to:

##### **Associates**

Most staff will be hired at the entry (associate) level and should be cross-trained at different parts of the Facility in order to maximize staffing flexibility. An associate must be able to:

- Represent Bryant Park to the highest degree of customer service
- Assist public with reserving, purchasing, rescheduling tickets

- Greet visitors, check tickets, and digitally scan to validate tickets
- Manage queueing, and keep lines moving
- Distribute correctly-sized rental skates to each guest; collect and clean them after use
- Clean all public-facing areas of Facility as directed by GM
- Enforce all rules associated with the Facility
- Be informed and answer questions from the public
- Work outside in all weather conditions
- Acquire and maintain FDNY Fire Guard Certificate

### **Skate Guards/Hosts**

Associates who are competent skaters, these employees will:

- Represent Bryant Park to the highest degree of customer service
- Enforce on-ice rules and keep skaters safe
- Facilitate public entry to and exit from the ice
- Assist inexperienced skaters
- Skate alongside public on the ice for the duration of shift
- Guide public off the ice at end of session
- Work outside in all weather conditions

### **General Manager**

The GM is the main point of contact for all BPC staff, and is expected to:

- Have proven leadership and management experience in the hospitality, facility management, retail or other customer service fields
- Be proactive, creative, and solution-oriented
- Develop a working knowledge of all aspects of the facility
- Hire, train and lead a team of assistant managers
- Develop the team of assistant managers to think critically and proactively, and act in the GM's place in their absence, upholding the standards of BPC
- The management team will together then train and oversee the Facility and staff

### **Assistant Managers / Managers on Duty**

These staff will support the GM, and should also have prior customer service or guest service experience in a staff supervisory role. They will lead facility operations in the GM's absence.

The GM and Assistant Managers will together comprise the Facility management team, which includes the following responsibilities:

### **Staff Management**

- Develop and distribute company policies and procedures pertaining to attendance and discipline
  - Provide feedback to associates, and discipline as needed for poor attendance, misconduct, or failure to perform duties

- Implement and maintain a system for tracking hours, including overtime and holiday pay, preferably with an automatic timeclock
- Plan and execute all employee shift schedules based on employee availability, local labor laws, peak/off peak skater volume, and other variables
- Adjust staffing level as appropriate, including anticipating when to staff “up” or “down” for weather or events
- Redistribute staff onsite to address operational bottlenecks
- Work year-round to recruit the best talent for the facility

### **Facility Operation and Maintenance**

- Operate and maintain the Facility in good and safe condition and in accordance with industry standards
  - This includes, but is not limited to, the maintenance of the entire Facility
  - In addition, coordinate with BPC for repairs to the Facility
  - In addition, all signs and structures on the Facility must be kept in good condition and free of graffiti
- The erecting of any ancillary structures at the Facility shall be subject to BPC’s and DPR’s prior written approval
- Plan for and oversee the load-in of skates and equipment to the Facility prior to opening of each season, and load-out and storage of equipment prior to end of each season
- Maintain stock of all supplies, whether for resale or for cleaning and maintaining the Facility; re-order as needed, within approved budget
- Order, distribute, maintain, dry clean or launder, and collect staff uniforms
- Ensure the Staff maintain all areas of the Facility to a high standard of cleanliness and optimum operational conditions
- Operate the Facility’s basic lighting, audio and PA system
- Coordinate and plan snow removal from ice rink and support deck, including both ticketed and public areas
  - Prior to expected snowfall, GM will communicate with BPC to discuss forecast timing and snow clearing priorities
  - Schedule staff appropriately to clear snow quickly and minimize closures
  - With BPC, train staff on proper and safe use of snow equipment, including shovels, blowers, brush machines, and other machines
- Maintain all rental skates to a high standard of sharpness, cleanliness and general good repair, for the safety of all skaters. Rink management team must:
  - Ensure that all rental skates are sharpened regularly, to ensure quality and safety for customers, and replace laces as needed
  - Create a system for tracking when each pair of skates has been used, cleaned, and sharpened
  - Ensure that the staff regularly inspect skates and remove any broken or damaged skates from skate inventory

- At season end, inventory all skates, repair and refurbish as needed, and procure a quote for the replacement of any skates that are damaged beyond repair
- Contract an EMT services company to provide paramedic staff during all rink operation hours, as well as ambulance services
- Maintain event spaces within the Facility to ensure they are clean and in good order at all times
  - Coordinate with caterers and event producers to access and utilize the Facility's rental spaces
  - Maintain a calendar of rentals and events, both public and private, to avoid conflicts within the Facility

### **Customer Service**

- Handle customer complaints onsite; offer credit, and try to reach resolution
- Respond to public emails and/or phone calls periodically
- Encourage staff to have positive, friendly, and helpful interactions with the public
- Intervene/restrain as need to ensure consistently excellent customer service
- Be informed and knowledgeable about the facility, and answer public questions

### **Communication and Coordination with BPC**

As an extension of and representative of BPC, Provider is expected to be in regular communication with BPC and ensure that the staff is carrying out BPC's vision for the Facility. Provider is expected to be reachable by BPC at all hours of the day, should an emergency arise. Provider should designate an appropriate contact for any emergency situations.

Examples of coordination between BPC and Provider include:

- Problem solving and suggestions for improvement of rink operations and guest experience
- Meetings held in BPC offices
  - Weekly coordination to discuss upcoming events and any pertinent issues
  - Exploration of changes to layout of Facility
  - Discussion of public-facing policy changes
- Relationship with BPC security
  - Provider must follow BPC security officers' instruction
    - Work closely with security to address customer rule-breaking as needed
    - Enforce bans against problem skaters as needed
    - Collect any lost property; work with security to voucher any valuables to NYPD

### **Ticket and Point of Sale Management**

GM and managers will be expected to master the online ticketing system used by the Facility

- “Build” tickets onto the system periodically throughout the season, using a schedule and allocations determined by BPC
- Ensure that all technical equipment for ticket system operation is in good working order, and troubleshoot any technical difficulties
- Coordinate with BPC to adjust ticket schedules and allocations as needed, depending on patterns of skater volume, no-show rate, and other factors
- Execute all inclement weather ticket cancellation, at the direction of BPC, and offer credit or refund purchasers in accordance with BPC policies

## B. ACCOUNTING AND HUMAN RESOURCES SERVICES

### **Budgeting**

Provider must propose a Facility management budget for each upcoming season for BPC to approve. This budget will include any rink-related expenses, including payroll, supplies, insurance premiums, ticket fees, bank fees and any subcontractors i.e. ambulance service. Provider is expected to remain at or under budget. If unexpected circumstances require additional spending, Provider must propose an amendment to the budget for BPC to approve.

### **HR, Compliance and Payroll**

In coordination with GM, Provider must ensure that all staff are fully trained and certified to work before their first shift begins. Provider may use digital training modules for portions of training and certification if there is a system in place to track completion and evaluate efficacy. Provider must collect all pertinent personal information from staff in order to pay and tax them in accordance with New York State and New York City Law and payroll/tax protection. Provider will issue employee paychecks on a regular basis, and offer direct deposit as an optional service.

### **Accounting and Internal Controls**

Throughout the Management term, the Provider will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to BPC and DPR. This revenue control system must maintain detailed sales information from each sales transaction. 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. Provider must also report other non-rink revenues collected through ticketing system, as well as any customer credits, redeemed and unredeemed. In addition, each of Provider’s Special Events must be documented via signed, sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees, and required payment. 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.



Provider will provide BPC with regular revenue reports, at an interval to be determined by BPC, as well as regular reports of expenses as compared to budget. Provider will appeal any credit card disputes greater than a financial value to be determined by BPC, in a timely fashion.

### C. ICE MAINTENANCE

The selected provider will assemble and manage an ice maintenance staff to maintain the 17,000 square foot ice rink at the highest industry standards from early October until early March. An Olympia ice resurfacing machine is provided to the Facility and will be maintained by others.

Provider will recruit, hire, train, manage and insure the ice maintenance staff, who will:

- Resurface the ice during routine cuts throughout the business day and overnight, as needed
- Maintain logs for chillers, ice temperature, and other conditions
- Monitor and adjust maintenance of ice during challenging weather including rain, snow, and varying temperatures
- Work closely with BPC and the provider of the ice resurfacer and related equipment to ensure that it is maintained properly

Provider may subcontract the ice maintenance to a third party pending approval by BPC.

### **V. Financial Requirements**

The financial structure should include a sample budget with a detail of expenses for the operation or operations throughout the term, including:

- Insurance
- Payroll
- Expenses
  - Equipment
  - Fuel
  - Supplies
- Subcontracted services, if any

### **VI. Summary of Other Significant Terms of the Management Agreement**

The following is a brief summary of the terms that will be written into the Management Agreement. The full language of any such agreement supersedes this RFP.

#### **Final approval**

The final agreement between the parties is subject to review and final approval by the Commissioner of the Department of Parks and Recreation of the City of New York, and is subordinate to BPC's agreement with the City.

### **Signage and Advertising**

Provider will be prohibited from displaying, placing or permitting the display or placement of advertisements in the Managed Premises, without the prior written approval of BPC and DPR. The display or placement of tobacco or electronic cigarette or non-tobacco smoking product advertising shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted. 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 BPC's/DPR's prior written approval. All signage is subject to BPC's and DPR's prior written approval. The design and placement of all signage, including signage which includes Provider's name, trade name(s) and/or logos, is subject to BPC and DPR's prior written approval. Provider will be prohibited from placing advertisements on the exterior of the Facility. Any prohibited material displayed or placed shall be immediately removed by the Provider upon notice from BPC/DPR at Provider's sole cost and expense.

### **Environmental Considerations**

As a protector and provider of green spaces, DPR is deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the Facility. If certain practices will be phased in, the proposer should provide a timeline.

### **Safety**

Since safety is of the utmost concern, proposers with prior experience in operating this type of facility or similar 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 Facility 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 Provider will be required to comply with all national safety guidelines and Federal, State and City laws, rules and regulations related to the development, operation and maintenance of the Facility.

### **Americans with Disabilities Act ("ADA") Compliance**

The provider shall be required to provide ADA accessibility as required by prevailing code throughout the Facility including but not limited to installing ADA accessible counters, installing ramps, as needed, and providing ADA signage. The Provider shall comply with all City, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. The Provider is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

### **Inspections**

Inspectors from BPC and DPR will visit the site unannounced to inspect operations and maintenance of the Facility. Based on their inspections, BPC and DPR may issue directives regarding deficiencies the provider will be obligated to rectify in a timely fashion. Violations of the terms of the management agreement may result in the assessment of liquidated damages which, if not paid promptly, may be deducted from the Provider's security deposit. If the

Provider fails to provide the cleaning, maintenance, and operational services required by the management agreement, BPC and DPR shall notify the Provider in writing, and the Provider shall be required to correct such shortcomings within the timeframe set forth in such notice.

## **ADDITIONAL REQUIREMENTS DURING THE TERM OF MANAGEMENT AGREEMENT**

1. The Provider will be required to operate and maintain the Facility as a concession for the use and enjoyment of the general public.
2. The Provider will be required to submit statements of Gross Receipts from all categories of income in a format approved by BPC. Within thirty (30) days following the end of each operating year, the provider will be required to submit a detailed income and expense statement for the past year's operation.
3. The Provider 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 provider.
4. The Provider will be prohibited from cutting down, pruning, or removing any trees on the Facility without prior written approval from DPR. The Provider will report dead and diseased trees to DPR. Any attachments to the trees, such as lights, will not be permitted.
5. The Provider will be required to cooperate with BPC and DPR during special and other unanticipated events.
6. Smoking of any tobacco product or non-tobacco smoking product or electronic cigarettes is strictly prohibited at the Facility except on sidewalks along the park perimeter. The Provider shall adhere to and enforce this policy.
7. The selling and/or advertisement of alcohol, cigarettes, or non-tobacco smoking products, electronic cigarettes, cigars, or any other tobacco products is strictly prohibited. The Provider will be required to adhere to and enforce this policy. Notwithstanding the foregoing prohibitions, the provider may provide alcoholic beverages during a special event(s) upon the Commissioner's prior approval.
8. For any vehicle fuel dispensing tanks or underground heating oil storage tanks over 1,100 gallon capacity, the Provider will be required to maintain up-to-date Petroleum Bulk Storage ("PBS") registrations with NYS DECS and register such tanks with the DEP. The Provider will assume all registration and update costs. The Provider must keep a copy of the PBS Certificate on site and provide copies to DPR's 5-Boro Office on Randall's Island, New York. The Provider will be required to perform or have performed a tightness test conducted at least once every five years, to comply with DPR 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 DPR. A useful web site for compliance issues is: <http://www.dec.ny.gov/chemical/287.html>

9. The Provider will be required to indemnify the City of New York and BPC for claims arising out of the Provider's operations under the Management Agreement, pursuant to a provision to be included in the Management Agreement.

### **Insurance and indemnification**

The selected Provider and its sub-contractors, if any, shall, to the fullest extent permitted by law, indemnify and save harmless BPC and The City of New York, and its employees, against any and all claims, arising from or related to the operation of the ice rink and related facilities.

The Provider and its sub-contractors will maintain general liability, workers' compensation, and other policies of insurance, as detailed in Exhibit B, naming Bryant Park Corporation and the City of New York as additional insureds.

### **Term of Management Agreement**

The management term will be for one year, subject to possible extension in yearly increments, not to exceed a total of three years, and earlier termination by BPC.

### **Fee for Services**

The Provider is expected to propose a fee to be paid by BPC for these management services.

### **Assignment and Sublicensing**

The license will not be assignable, nor may any of the Provider's rights be sublicensed, without BPC's (and the City's) written consent.

### **Design, Production, Aesthetics**

All design, production, and general aesthetics will be coordinated in close partnership with BPC's internal design team. BPC may require the Provider to use BPC-designed elements. BPC and DPR shall have final and sole approval on all design decisions.

### **Sponsorship**

Negotiations with any potential sponsor for any product or service that may be promoted, featured, offered exclusively of competitors, or identified by brand name in any way within Bryant Park are the exclusive right of BPC and no authority is given to any operator/the Provider to attempt to represent BPC in any sponsorship or promotional transaction.

All revenues deriving from sponsorship, product endorsement, promotion, and pouring rights in any way within the park and the kiosks remain the property of BPC.

When necessary, BPC may require the Provider to cooperate with, and participate in, promotional events for Bryant Park sponsors. This may involve exclusive rights that favor the specified product over their competitors and such an agreement negotiated by BPC will take precedence over any arrangement, contract, or negotiations that the Provider may have or be considering with any other competing products, vendors, or suppliers.

### **Closure for events, maintenance, repair, and construction**

BPC reserves the right when necessary to temporarily close any part of Bryant Park and any operation or amenity.

DPR has the right to temporarily close the property and any amenity for maintenance, repair, and construction, or in the interest of public safety.

### **Pricing: Services, and Admission**

Admission to the ice skating rink is free. Skaters with their own skates must have the option of a totally free experience at the rink. All other proposed pricing, including skate rentals, skate services (sharpening, lessons, VIP access, etc.) must be submitted in advance to BPC and DPR for approval and all price increases and other changes are subject to approval of BPC and DPR

### **Garbage and Waste**

All waste must be stored in a secure place out of sight of the public and inaccessible to vermin. Garbage/waste stockpiling and collection points shall be provided by BPC.

### **Utilities**

BPC pays for all power consumption, water, internet, and other utilities related to the construction, management, and deconstruction of the Facility.

## **VII. Criteria for Selection and Application Requirements**

BPC will require financial information, including, but not limited to, the most recent audited financial statement, and may request further information before awarding Facility operation.

Applicants should supply as much information as they consider necessary to fully describe the services they are proposing.

Background information regarding the applicant's past and existing experience with seasonal attractions, ice rink operations, facilities management, etc. is invited, including links to websites, photography, press kits, media coverage, reviews, and credentials.

Successful applications will be chosen based upon the following submissions:

- Proposers should submit a detailed operational plan for the entire Facility, covering hours of operation, services to be provided, internal controls, maintenance and cleaning schedules, and safety plans. These details are subject to BPC's and DPR's prior written approval.
- Proposers should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- DPR and BPC would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession.
- 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.

- DPR and BPC will view favorably proposals that demonstrate an awareness of the role of the rink as a neighborhood amenity.

Regarding the Applicant's background and experience, and 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 City agencies, and/or access to individuals and/or firms with such expertise. Include the names and addresses of all corporate officers of the entity submitting the proposal. 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.
- 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 these 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 Facility.

BPC reserves the right to award the contract to an applicant other than the lowest bidder, to defer making the award until a later date, to solicit further bids, to withdraw this Request for Proposals entirely, or to change the form and content of the agreement ultimately entered into.

### **Paid Sick Leave**

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. Providers of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. Exhibit C the Paid Sick Leave Law Rider, will be included in any concession agreement awarded from this RFP and will incorporate the PSLL as a material term of such agreement. Please read Exhibit C carefully.

## **Disclaimer**

Nothing contained in this RFP, or any materials distributed together with this RFP, shall be binding on BPC or DPR in any way. BPC will not be bound except by a duly authorized agreement, executed and delivered by both parties.

## **VIII. Submission Details and Timeline**

### **Submission details**

Detailed written proposals are invited from qualified service providers who have prior relevant experience and who currently operate comparable recreational facilities. One hard copy should be delivered to the address below and the complete proposal submitted via email to:

Rachel Zurier  
VP, Programming Operations  
Bryant Park Corporation  
5 Bryant Park, Suite 2400  
New York, NY 10018

**Deadline for application: Monday, April 22, 2024 at noon**

Select applicants for consideration will be contacted for further discussion(s) and interview(s).

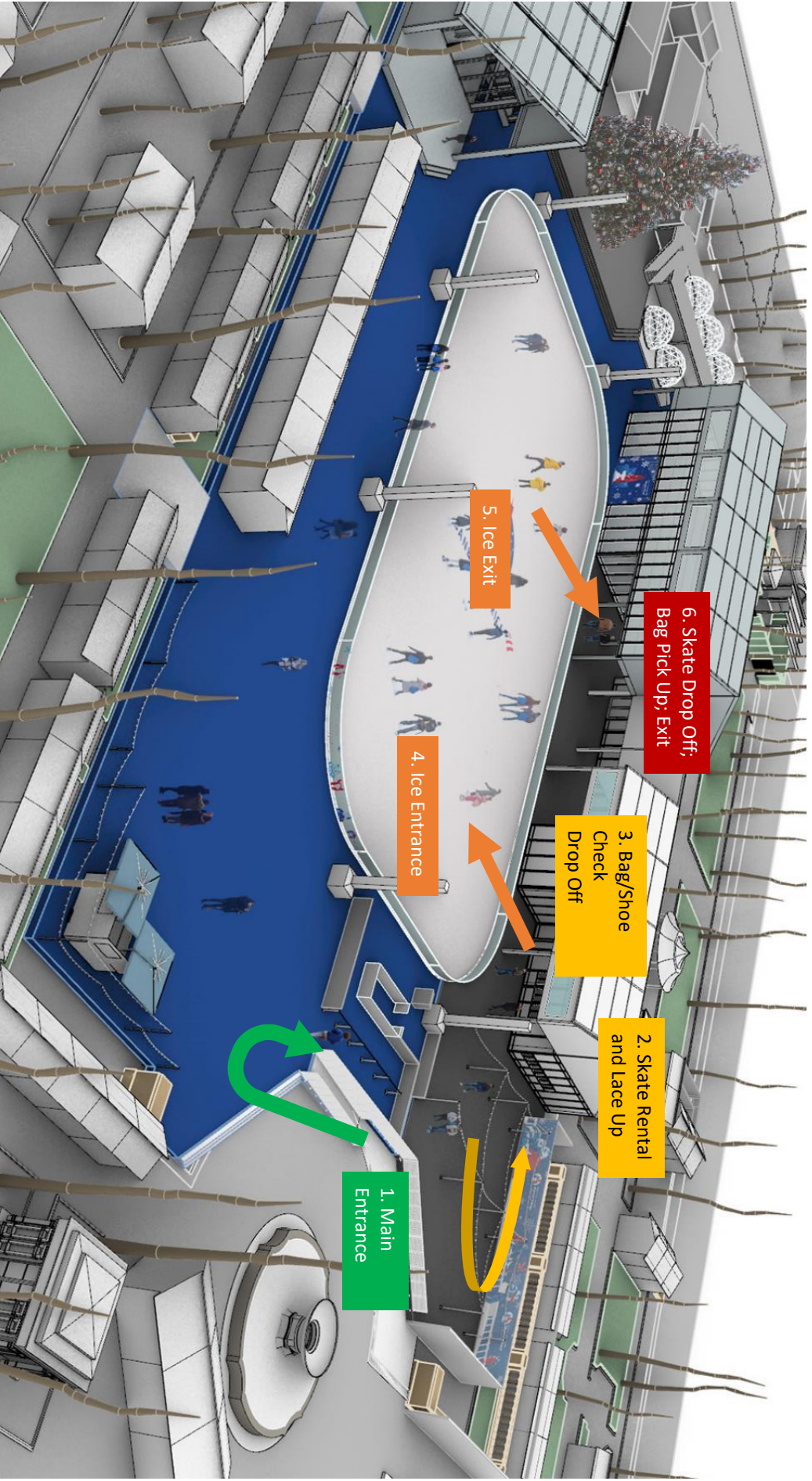
### **Timeline** (*Subject to change*)

- **Site/Team Available for Research Visits::** through Sunday, March 3, 2024
- **Deadline for Applications:** Monday, April 22, 2024 at noon
- **Applicant Interviews:** May - June 2024
- **Selection Complete By:** July 8, 2024
- **Planning Begins:** Immediately upon selection
- **First Season of Operations:** Commences Friday, October 25, 2024

## EXHIBIT A: Site Plan and Photographs







1. Main Entrance

2. Skate Rental and Lace Up

3. Bag/Shoe Check Drop Off

4. Ice Entrance

5. Ice Exit

6. Skate Drop Off, Bag Pick Up, Exit

## EXHIBIT B: Insurance Requirements

### Required Coverage

The Provider shall provide the following insurance coverages for Ice Rink and related operations:

1.1 (a) **Commercial General Liability** insurance in the amount of at least \$3 million, written on an occurrence basis, and not less than \$5 million in the aggregate, on a per location basis, covering the Provider, Bryant Park Corporation and the City of New York, and their assignees, their respective members and affiliates and their respective partners, shareholders, directors, officers, employees, and representatives. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, and personal and advertising injury that may arise from any of the Ice Rink operations. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 20 26, shall contain no exclusions other than as required by law or as approved by Bryant Park Corporation, and shall be “occurrence” based rather than “claims-made.”

The following coverage shall be specifically included in the Commercial General Liability Insurance: blanket contractual liability - all oral and written contracts; premises operations liability; ice and ice skating related liability; products and completed operations liability; personal injury liability; independent contractors coverage; broad-form property damage liability; employees as additional insureds; and cross-liability coverage.

The Commercial General Liability Insurance shall have a notice of occurrence endorsement providing substantially that knowledge of an occurrence by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured, unless an executive officer of the insured, if a corporation, or a general partner of the insured, if a partnership, shall have received such notice from its agent, servant, or employee. Failure on the part of any interest insured under the policy hereunder to give such notice shall in no way prejudice the rights of any other interest.

(b) **Worker's Compensation insurance**, including Employer's Liability insurance, of at least \$1 million and any other employee benefit insurance required by law, including statutory disability and paid family leave coverage.

(c) **Automobile liability and property damage insurance** for all owned and hired vehicles, naming the Additional Insureds, against liability for bodily injury and death and for property damage for not less than \$2 million combined single limit.

(d) Each contractor or subcontractor of the Provider, providing at least \$25,000 of services are required to maintain Commercial General Liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death) , One Million Dollars (\$1,000,000) for personal and advertising injury, One Million Dollars (\$1,000,000) in the aggregate, and One Million Dollars (\$1,000,000) products completed

operations coverage. This insurance shall list Bryant Park Corporation and the City, together with their officials and employees as additional insured and protect the insureds from claims for property damage and/or bodily injury, including death, and personal and advertising injury that may arise from any of the operations under this Management Agreement. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 0001, shall contain no exclusions other than as required by law and shall be “occurrence” based rather than “claims-made.”

### **Changes in Liability Limits**

The limits of liability described above are based on current economic conditions and on the current level of damage awards for the covered losses. Bryant Park Corporation reserves the right to require reasonable increases in such coverage in the light of changed economic conditions or an increase in the general level of damage awards.

### **Cancellation; Notice; Certificate**

The Commercial General Liability policy shall provide that (i) the policy shall not be canceled or terminated, or the coverage thereof reduced, until 30 days after receipt of written notice thereof by mail addressed to Bryant Park Corporation; (ii) notice of circumstances that may give rise to a claim given by the insured or an Additional Insured to the insurer shall be sufficient to invoke protection under the policy; and (iii) violation of any of the terms of any other policy issued by the insurer shall not by itself invalidate the policy.

### **Provider's Other Insurance**

Any other insurance concurrent in form or contributing in the event of loss with that required hereunder shall name the Additional Insureds with loss payable as provided herein. The Provider shall immediately notify Bryant Park Corporation of the carrying of such separate insurance and shall cause proof of the same to be delivered as required hereunder.

### **Insurers**

Policies of insurance shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / “VII”, a Standard and Poor’s rating of at least A, a Moody’s Investor Service rating of at least A3, a Fitch Ratings’ rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to Bryant Park Corporation. Before commencing rink operations, Provider shall provide, and cause each of its subcontractors to provide Bryant Park Corporation and the City a certificate of insurance photocopy of each policy, together with all endorsements, certified by the insurer to be a true copy thereof, together with a certificate that all premiums due have been paid. Thereafter, certification of renewal coverage and premium payments shall be deposited with 34th Street Partnership not less than fifteen days before the expiration dates of the expiring policies. Certified copies of renewal policies replacing

any expiring policies shall be delivered as aforesaid no more than fifteen days after receipt by the Contractor, accompanied by a certificate that all the premiums due have been paid.

### **Policy Procedures**

Provider's policy of insurance shall contain the following provisions if available:

1. Notices to DPR shall be addressed to the Commissioner, the City of New York Department of Parks and Recreation, Arsenal, 830 Fifth Avenue, New York, NY 10065
2. The insurer shall accept notice of accident from the City or the Department of Parks and Recreation within one hundred twenty (120) days after receipt by the City of notice of such accident as valid and timely notice under this policy;
3. The insurer shall accept notice of claim from the City within one hundred twenty (120) days after any such claim has been filed with the Comptroller of the City of New York as valid and timely notice under this policy;
4. Notice of accident or claim to the insurer by the City or Bryant Park Corporation shall be deemed notice by each under this policy;
5. this policy shall not be canceled, terminated or modified by the insurer unless thirty (30) days prior written notice is sent by registered mail to Bryant Park Corporation and the City, nor shall this policy be canceled, or terminated, or modified by Bryant Park Corporation without prior written consent by the City;
6. the insurer shall waive any rights or subrogation it may have against Bryant Park Corporation or the City; and

### **Duration of Coverage**

The Provider shall keep the Commercial General Liability, Automobile Liability, Worker's Compensation and Employer's Liability insurance in force until one year after the Provider has fully performed all its obligations.

## **EXHIBIT C: PAID SICK LEAVE LAW CONTRACT RIDER**

### **Introduction and General Provisions**

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.<sup>1</sup> Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

<sup>1</sup> Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

### **Pursuant to the PSLL and the Rules:**

#### **Applicability, Accrual, and Use**

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee

is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- 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;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, 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 sick time to an employee because of non-compliance with such a policy.

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 sick time was used.

### **Exemptions and Exceptions**

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

- 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
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

### **Retaliation Prohibited**

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

### **Notice of Rights**

An employer must provide its employees with written notice of their rights pursuant to the PSSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

### **Records**

An employer must retain records documenting its compliance with the PSSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSSL.

### **Enforcement and Penalties**

Upon receiving a complaint alleging a violation of the PSSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

### **More Generous Policies and Other Legal Requirements**

Nothing in the PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous 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 sick time. The PSSL provides minimum requirements pertaining to 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 sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.