

# REQUEST FOR PROPOSAL

ICE RINK MANAGEMENT CONSULTANT

at

TOWN OF OYSTER BAY ICE SKATING CENTER



DEPARTMENT OF PARKS

Release Date: November 4, 2024  
Due Date: November 25, 2024

Town of Oyster Bay  
Department of Parks and Recreation  
977 Hicksville Road  
Massapequa, New York 11758

Telephone: (516) 797-4118  
Fax: (516) 797-4145  
Web: <http://www.oysterbaytown.com/>

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## Introduction

The Town of Oyster Bay Department of Parks seeks well-qualified individuals or firms to provide management consulting services to assist in the operation and management of the Town of Oyster Bay Ice Skating Facility.

The Town of Oyster Bay has constructed a "state of the art" indoor ice-skating facility at Bethpage Community Park, with several ancillary amenities designed to directly support ice and community related activities. The facility's ice time is not always in use by the Town and the Town wishes to obtain a MANAGEMENT CONSULTANT to utilize this ice time when not in use by the Town.

**Proposers may submit a proposal for the listed facility collectively OR individually.**

Additional information regarding the requirements in this Request for Proposal (RFP) may be obtained by contacting:

Greg Skupinsky, Deputy Commissioner  
Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, New York 11758  
Telephone: (516) 797-4118  
Fax: (516) 797-4145

## Site Visit

All interested parties are welcome to visit the facility. A site visit will be scheduled by the Department of Parks. Prospective respondents should schedule their attendance by contacting the department at 516-797-4118.

## Questions, Clarifications and Communications

Any questions and/or requests for clarification of this RFP must be submitted in writing on or before Monday, November 18, 2024 to the authorized contact person identified above. E-mail and fax are acceptable; e-mail is preferable. Responses shall be issued by the Town in form of an addendum to this RFP. The Town shall make its best efforts to answer all questions received, but in no way warrants that responses will be provided to all questions. In the interest of fairness to all potential proposers, all questions, and any responses, shall be shared with all who have expressed an interest in this RFP.

All communications during the RFP process must be directed solely to the authorized contact person identified above. Communication with any other Town elected officials, employees or any member of the Town Evaluation Committee may be cause for disqualification from the RFP process.

## Requirements of Contract

The Department of Parks seeks individuals and firms with substantial extensive experience providing a multitude of on and off ice programming, including but not limited to summer full day hockey camp, with technical experience in refrigeration, ice maintenance, equipment, management and proven administrative staff to successfully accomplish the operation of indoor ice rink and facility management. The proposer will be required to provide adequate insurance as specified in the "Insurance" section and any additional insurance as required by the Town of Oyster Bay.

## Format

The proposer shall provide a creative outline to the items specified in the Objective of Request for Proposal and the following items:

In order to facilitate the most orderly and efficient comparison of proposals it is requested that each submission be organized in the following format:

A detailed resume for all principals and/or directors, including but not to be limited to, full identification and addresses of each entity and principal, including a complete resume of experience and background.

The proposal should also include an organizational chart for the proposed managerial structure.

The proposal shall include the proposed fee schedule and payment schedule.

To be considered, a response must be received by the Commissioner of Parks at the following address:

Town of Oyster Bay, Department of Parks  
977 Hicksville Road  
Massapequa NY 11758  
Attention: Joseph G. Pinto. Commissioner of Parks

Responses received after 2:00p.m., NOVEMBER 25, 2024 WILL NOT BE CONSIDERED. Faxed and Email responses WILL NOT BE CONSIDERED.

## Objective of Request for Proposal

The objective of this Request for Proposal ("RFP") is to award a four (4) year contract with two (2) four-year extension options to well-qualified individuals or firms that will accomplish the following:

1. The MANAGEMENT CONSULTANT shall operate a summer hockey camp between July 1st and August 22nd (approximately).
2. The MANAGEMENT CONSULTANT shall have use of the rink from 6:00 am to 3:00 pm weekdays Monday through Friday (except 9:45 am to 12:15 pm Tuesdays and Thursdays) September 1st to August 22<sup>nd</sup> (approximately) and 5:30 am to 7:45 am on Saturdays from December 1st through August 31st (inclusive) with the exception of the following holidays:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

and the holiday, weeks of:  
December 24 through January 1  
President's Week in February  
Spring Break (which shall be designated each year)

The Town reserves the right to change the available days and hours at the discretion of the Commissioner of Parks.

3. In establishing programs, the MANAGEMENT CONSULTANT shall provide a fee structure which contains a discount for Town of Oyster Bay residents.

There shall be no adjustment to the fee schedule in the event that the ice rink is unavailable through no fault of the Town.

4. Adjacent to the ice-skating rink and as part of the same park facility, the Town maintains an outdoor swimming pool. Participants in the Summer Hockey Camps may use the pool at no additional fee.

5. The MANAGEMENT CONSULTANTS shall provide seasonal reports to the Commissioner of the DEPARTMENT and the Comptrollers office. Said reports shall include an accounting of all skating school classes, programs and events, including individual registration information and all income received by the MANAGEMENT CONSULTANT from use of the facility. The MANAGEMENT CONSULTANT shall provide the Town with names, addresses

and other contact information for all individuals enrolled in the various programs administered by the MANAGEMENT CONSULTANT. An updated version of this list shall be provided by the MANAGEMENT CONSULTANT to the Town on a seasonal basis. Said list, and all the information contained therein, shall be the property of the Town and the MANAGEMENT CONSULTANT provided that the MANAGEMENT CONSULTANT shall not sell or rent said list, but may use it to inform individuals about various programs conducted by the MANAGEMENT CONSULTANT at the Town's ice skating facilities. All program promotional material is subject to the approval of the Commissioner of the DEPARTMENT and the Town of Oyster Bay Town Board, Public Information Office.

The MANAGEMENT CONSULTANT shall have the ability and current proven staff to adjust and assist the Parks Department in emergency situations such as, but not limited to, compressor and/or condenser issues, loss of ice and or rebuilding ice, rink glass replacement plus the ability to work with and instruct and/or train Town rink staff when requested.

The Town will allocate space in the facility to the MANAGEMENT CONSULTANT and provide basic utility services and basic office furniture, at no cost to the MANAGEMENT CONSULTANT to accommodate the MANAGEMENT CONSULTANT operations.

The MANAGEMENT CONSULTANT shall pay for its own telephone, cable and internet service used in the conduct of it's business. Upon the completion or termination of this Agreement. the MANAGEMENT CONSULTANT shall turn over all phone lines and telephone numbers used at the Facility to the Town.

6. The Town will not provide the following:

- a. Printing of advertising materials
- b. Teaching aids, materials, books, etc.
- c. Furniture, fixtures or improvements other than those provided to sustain the FACILITY and related activities.
- d. Telephone cable and internet services, electronic media devices, i.e. television monitors, computers, video systems, etc.

7. The MANAGEMENT CONSULTANT agrees to have sufficient number of trained, qualified staff members on duty to ensure the proper operation of the facilities. Said personnel will be employed by, and will be employees of the MANAGEMENT CONSULTANT subject. however, to the approval of the Commissioner of the DEPARTMENT. All employees, instructors, coaches, independent contractors, and the like (collectively, the "staff") shall be required to have a personal background check to be performed at the sole expense of the MANAGEMENT CONSULTANT, with the results of said background check to be provided to the Town prior to the employment of any individual staff member. The MANAGEMENT CONSULTANT agrees to replace any attendant or employee of the MANAGEMENT CONSULTANT whenever reasonably required to do so by the DEPARTMENT, due to discourtesy to the public and/or other like good cause to be determined following a formal review by the Commissioner and MANAGEMENT CONSULTANT.

8. The MANAGEMENT CONSULTANT warrants that it's staff has extensive and proven experience in the operation of indoor ice rink and related athletic and recreation activities. The MANAGEMENT CONSULTANT agrees to always have a manager and/or program director on duty during scheduled events and/or programs subject to interruptions due to extenuating circumstances (e.g. weather, emergencies, etc.). The MANAGEMENT CONSULTANT shall provide a plan, policies and procedures for hiring and managing instructors and coaches, and a process for monitoring and verifying said coaches' and instructors' status and credentials.

9. Any materials and/or clothing depicting the Facility or utilizing the seal of the Town, or any part thereof, or any reference to the Town, shall be subject to the approval of the Commissioner of the DEPARTMENT.

10. The MANAGEMENT CONSULTANT shall submit a list of fees for all programs and services to the Commissioner of the Department. All fees and other charges shall be comparable to those in place at similar indoor ice-skating facilities in the metro area. Said schedule shall provide for discounted fees and charges for town residents, said discount to be no less than ten (10) percent. The Commissioner of the Department shall review the schedule based on comparable programs outside the Town of Oyster Bay and approve or disapprove of same. It is agreed and understood that all income derived from the operation of the ice rink programs by the MANAGEMENT CONSULTANT shall be long to the MANAGEMENT CONSULTANT, except for the Town admission fees collected for group or private lessons held during public sessions.

11. The MANAGEMENT CONSULTANT agrees to provide and maintain at its own cost and expense, all equipment, materials, and supplies usual to the operation under this Agreement. Title to all fixed equipment shall vest in the Town.

#### Prohibitions

1. There will be no restrictions for the rental of Town ice time to any organization or group, regardless of what services are being offered by the MANAGEMENT CONSULTANT.

2. The MANAGMENT CONSULTANT shall not have access to the ice in whole or in part during the times reserved for Town use.

3. The MANAGEMENT CONSULTANT shall not introduce outside vendors, {including but not limited to photographers), to the facility without prior approval of the Town.

#### Consulting Requirements and Scope

As stated above, The Town of Oyster Bay has constructed a modern “state of the art” indoor skating facility and community center with several amenities at the Bethpage Community Park Facility. In addition to the structures and facilities noted above, the Department of Parks manages a youth hockey league and public skating sessions.

The respondent should present a proposal that will demonstrate its plan, use, operations and methodology to use the ice-skating facility to maximum effect during the time available to operate a clean friendly family atmosphere. Respondent’s proposals may anticipate that the facility will operate up to 24 hours a day/365 days per year with the exception of agreed upon holidays

The management outline will be used in the evaluation process and will be used along with the proposed consultant fee to select the ice rink MANAGEMENT CONSULSTANT. All outlines shall include the following requirements:

A listing of current and previous similar consulting projects and a summary of the responsibilities for each project relative to the scope detailed, within the Request for Proposal

A listing of similar or current operations and programs relative to the scope detailed within the Request for Proposal.

A description of personnel currently employed and/or qualified to provide these services.

There will be various MANAGEMENT CONSULTANTS and Town of Oyster Bay employees operating and maintaining several aspects of the ice rink. Currently, there is a food and beverage concession in operation, and a pro shop concession in place. Additional concessions may be established at the Facility in the discretion of the Town. It is incumbent upon the successful proposers to recognize that accommodations and considerations, it will be required to create a cohesive and functional "team" environment to deliver the best product and service to Town residents and participants.

All proposers are invited to submit creative and broad-based proposals providing the widest range of program and management choices to the Town of Oyster Bay Parks Department

#### Operations and Facilities

It is anticipated that there will be no capital improvements made to accommodate the goals and objectives of this RFP.

The successful proposer shall provide the following in connection with its operations, at no cost to the Town of Oyster Bay:

Software or specialized programs necessary to perform analysis and/or prepare reports presentations etc.

Computers or other office equipment, although the consultant may avail himself to commonly shared office devices (copiers etc.).

#### Hold Harmless Agreement

In case any action at a law or suit in equity is brought against the Town or any of its officers, agents or employees, on account of the failure, omission or neglect of the MANAGEMENT CONSULTANT, its subcontractors, its employees or its agents to perform under this Contract or on account of any injury to property or persons caused by the alleged negligence of the MANAGEMENT CONSULTANT, its subcontractors, its employees or its agents. the MANAGEMENT CONSULTANT shall immediately assume the defense of such action or proceedings as if the actions or proceedings had been brought directly against the MANAGEMENT CONSULTANT. The MANAGEMENT CONSULTANT shall indemnify and hold harmless the Town, its officers, its agents and employees for all loss, cost or damage arising out of such actions or suits.

To the fullest extent provided by law, the MANAGEMENT CONSULTANT shall also indemnify and hold harmless the Town, its officers, its agents and employees for all loss, cost or damage, if any, arising out of actions or proceedings brought directly against the MANAGEMENT CONSULTANT.



The indemnification must be fully covered by insurance protecting the Town, its agents and employees.

## Insurance

The MANAGEMENT CONSULTANT shall not begin any programs until the Town has received and approved all insurance required under this contract. Furthermore, the MANAGEMENT CONSULTANT shall procure and keep in force all required insurance at its own cost and expense. In addition, the MANAGEMENT CONSULTANT shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract, are no longer in attendance, unless MANAGEMENT CONSULTANT maintains the required insurance, this contract shall be void and of no effect.

a) In accordance with the laws of the State of New York, WORKER'S COMPENSATION INSURANCE must cover all of the MANAGEMENT CONSULTANT'S employees employed at the site of the program. If the TOWN approves any work to be sublet, the MANAGEMENT CONSULTANT shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless the Worker's Compensation Insurance of the MANAGEMENT CONSULTANT covers such employees. The MANAGEMENT CONSULTANT prior to the commencement of this Agreement, must submit a certificate of Worker's Compensation Insurance, listing the Town of Oyster Bay as a certificate holder, and the policy of insurance and all endorsements naming the Town of Oyster Bay as a named insured.

b) **COMPREHENSIVE GENERAL LIABILITY INSURANCE.**  
MANAGEMENT CONSULTANT should obtain comprehensive general liability, insurance to protect the MANAGEMENT CONSULTANT and any subcontractor (if the subcontractor is approved to operate under this contract by the Town) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract whether such operations be by the MANAGEMENT CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

1. Personal Injury: \$1,000,000 each occurrence/ \$2,000,000 aggregate
2. Property Damage: \$500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance, as described above, listing the "Town of Oyster Bay" as a named insured and accompanied by the policy of insurance and all endorsements from the insurance company must be submitted by MANAGEMENT CONSULTANT to the Town prior to the commencement of this Agreement.

If the MANAGEMENT CONSULTANT is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by MANAGEMENT CONSULTANT to TOWN prior to the commencement of this Agreement.

The MANAGEMENT CONSULTANT'S policies providing coverage to the Town pursuant to this Agreement shall contain a provision providing that said insurance shall not be cancelled, terminated.

modified or changed by either the MANAGEMENT CONSULTANT or its insurance company. except with 30 days prior written notice by registered mail to the Town, Attention: Commissioner of Parks.

### Evaluation

The Department will conduct a preliminary evaluation of all proposals submitted by the deadline, to determine compliance with proposal requirements. The Department reserves the right to request additional information to clarify a submitted proposal.

### Criteria

For the purpose of further evaluation, the responsive proposals will be evaluated on the criteria below.

Proven performance and quality of current comparable operations.

A comprehensive business plan.

Proposed fee and fee structure.

Proposed programs or activities to address the items specified in the "Objective of Request for Proposal"

Description of current and previous comparable management programs and projects.

Responsive proposals will be ranked in each of the criteria above and assigned a point value according to rank. interviews may be requested as needed. The Department of Parks staff independently formulate a recommendation of award.

The Town reserves the right to negotiate with the first ranked proposer if a contract cannot be successfully achieved with the selected proposer than the Town may reject that proposal and negotiate with the next highest ranked proposer.

The Town reserves the right to reject any or all proposals.

### Award

The Department shall not notify all proposers inviting of the award recommendation. Once awarded. the selected administrator/management firm will complete and submit any additional documents as required.

### Cost of Preparation

All costs of proposal preparation shall be done by the proposer. The Department shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal.