

5. SECTION B - SCOPE OF SERVICES:

5.1 Background

- a. Silver Spring is an unincorporated area in Montgomery County, Maryland with a population close to 80,000. Veterans Plaza is located in the southernmost part of Silver Spring and neighbors Washington DC. The Silver Spring community has undergone a significant renaissance, with the addition of major retail, residential, office developments, County projects, and more reinvestments. Veterans Plaza, an outdoor plaza space, is a key focal point in the urbanized Central Business District (CBD) and Arts and Entertainment District (AED) along with the Silver Spring Civic Building which is known as the region's premier gathering place for government, culture, commerce and community. Both the Civic Building and Veterans Plaza are owned by Montgomery County.
- b. In addition, Veterans Plaza is a welcoming outdoor plaza space and on any given day, it is common to see youth, teens, adults, and experienced adults from a wide variety of backgrounds. The County is committed to supporting veterans and this location serves as a gathering place for the public to have a good time as well as commemorate veterans' invaluable contributions. Silver Spring has a diverse community which is celebrated on Veterans Plaza. Equally important, this outdoor public space has served as the catalyst to activate downtown Silver Spring and generate economic activity year-round.
- c. Development surrounding the Civic Building at Veterans Plaza includes retail space, office space, hotels, significant housing options, and approximately 3,600 parking spaces in two structured garages across the street from Veterans Plaza. Veterans Plaza is next to many of the features that draw people to Silver Spring: a Whole Foods supermarket; a hardware store; a 20-screen cinema with approximately 4,500 seats; and numerous restaurant and retail components. Just around the corner from Veterans Plaza, are two additional entertainment venues: the American Film Institute, which operates the expanded historic Silver Theatre, and the Fillmore music venue (capacity 2,000).
- d. In addition to the retail center in Downtown Silver Spring, there is significant office space on the west side of Georgia Avenue. The former Discovery Communications, Inc. (DCI) building, currently owned by Foulger-Pratt, has 500,000 square feet of Class A office space and can accommodate approximately 2,000 employees. Nearby there is more than six million square feet of office space with about three million square feet of that space designated as Class A space. It is estimated that more than one million visitors visit downtown Silver Spring annually.
- e. Both the Civic Building and Veterans Plaza combine modern touches with natural design and provide space for corporate events, private parties, public celebrations, and more. Convenient parking is located just across the street in Garage 61 (Town Square Garage), Garage 60 (Wayne-Ellsworth Garage), and a metro-transit system stop (Silver Spring stop on the Red Line) is located within walking distance from the plaza. The Purple Line, a 16-mile light rail line project, is under construction and will extend from Bethesda in Montgomery County to New Carrollton in Prince George's County. It will also connect to MARC train service, Amtrak and local bus services.

5.2 Intent

Montgomery County is soliciting proposals from interested and qualified ice-skating rink operators to manage, operate and maintain the Silver Spring Ice Rink at Veterans Plaza as a first-class outdoor seasonal (October and April each year) ice-skating facility on a management fee basis and without expense to the County. The Silver Spring Ice Rink facility (the "Facility") that is located on Veterans Plaza in the center of vibrant downtown Silver Spring, Maryland. Montgomery County intends to enter into one (1) contract to provide for the operations, scheduling and maintenance of the facility, the equipment to be provided by the operator and the economic terms of the contract. Montgomery County requires the services of an ice-skating management firm

with experience to operate the Silver Spring Ice Rink in a manner that residents and guests of Montgomery County will be provided with an ice-skating facility that is professionally managed, expertly maintained and properly staffed. The Contractor will be required to have a celebratory opening each year to be coordinated with the Silver Spring Regional Center.

Skating at the rink should not be principally conceived as a one-time or touristic experience, but also as a beloved local amenity, used broadly by the whole residential community in Silver Spring, as a winter tradition for the Silver Spring area neighborhoods. As such, all proposals submitted in response to this RFP must be operated as a public facility, with public access and reasonable use rates.

Veterans Plaza was built in 2010 and since then this outdoor area has provided space for wide-ranging community use. Veterans Plaza is an outdoor plaza, which provides a unique space for civil dialogue, summer concerts, outdoor festivals, and live entertainment. The seasonal ice rink is located on Veterans Plaza under a permanent pavilion cover.

The environment around the Ice Rink is one of activity, vitality, a flow of people going to or coming from shopping, work, home, entertainment, and/or recreation. Bethesda Magazine has called Veterans Plaza “one of the community’s most popular destinations” in the Metropolitan Washington Region. From a regional standpoint, Veterans Plaza, located in the downtown Silver Spring’s Central Business District and Arts and Entertainment District, is just minutes from the Nation’s Capital and several hotels.

During the off-season, when the pavilion is not in operation as an ice-skating facility, it is operated by the County as a facility for festivals, concerts, assemblies, civic activities, community events and other similar outdoor activities that draw people and create a comfortable atmosphere for enjoyment. When the Ice Rink is in operation during skating season, the non-pavilion half of Veterans Plaza will be available for public and private use and permitted through the County.

It is the County’s intent to seek proposals from companies with a strong background in the development, operation, and maintenance of high quality seasonal outdoor ice rinks, to ensure that Montgomery County residents can enjoy the healthful benefits of ice skating and the pleasures of a time-honored tradition in the great outdoors. The services to be provided include management, maintenance and operation of the ice rink as a public rink in accordance with a formal contract agreement. The successful proposer shall operate the Silver Spring Ice Rink as an ice-skating rink available for use by the general public with sufficient personnel to maintain the facility and grounds, collect fees, schedule ice time and ensure continuous operation on a seasonal basis.

5.3 SCOPE OF SERVICES

Period of Operation

- a. An earlier start to the skating Season may be considered and is subject to the prior written approval of the County. In addition, on the Saturday immediately preceding Thanksgiving each year the County conducts a Thanksgiving Parade. On that Saturday the Ice Rink must not open before noon.
- b. The Operator is generally free to establish a schedule of events and sessions that best meet the objectives of the County for the Ice Rink as described above. The Operator must coordinate its schedule with events programmed by or on behalf of the County in downtown Silver Spring generally and at the Civic Building and Veterans Plaza specifically.

- a. **Operation Plan:** Offerors should submit a detailed operation plan in their proposal. This plan should include, but not be limited to, intended use of the facility, hours of operation, services to be provided, staffing plans, safety and security plans, merchandise to be sold, programming plans, internal controls, mechanisms to measure customer satisfaction, a detailed list of all proposed fees and prices, landscaping/horticulture plans, and maintenance, snow, rubbish removal, and cleaning schedules.

All plans, schedules, services, merchandise, prices and fees, and hours of operation are subject to the County's prior written approval. The contractor will be responsible for all management, operation, maintenance, repair, and revenue control for the ice-skating rink. The contractor may not subcontract or assign responsibilities to others without written permission of the County.

- b. **Seasonal Ice Rink:** The contractor will be required to develop, operate, and maintain a seasonal ice rink. The location designated for the seasonal ice rink shall be atop the climate controlled concrete surface located underneath the pavilion on Veterans Plaza. The County estimates that the skating area is approximately 104 feet by 56 feet. The County is seeking proposals that include plans to utilize a traditional ice-skating rink surface. The County is not seeking proposals that include a synthetic ice-skating surface, such as those that do not require refrigeration or other electric/energy sources, at the premises.
- c. **Seasonal Ice Rink Installation and Removal:** The contractor, at his or her sole expense, will be responsible for the annual installation, removal, storage, and obtaining and maintaining all required seasonal ice rink equipment, which may include, but is not limited to, the seasonal ice rink refrigeration system (chiller), ancillary equipment to make and maintain ice, Zamboni or other equivalent ice resurfacing machine, lighting, rubber flooring, and other support and expendable equipment. The contractor, at his or her sole expense, will be responsible for turning over to the County the premises in the same or better condition after each Ice Rink Season of the contracted term. All startup and close-down activities, including but not limited to the assembly and disassembly of the seasonal ice rink and ancillary equipment, must be undertaken by the Contractor no sooner and completed no later than the dates which define the ice rink Season. The contractor is expected to test operate the chiller, set up and install the dasher boards, and begin making ice by a date early enough to provide for at least two (2) days for orientation, tests, training, and preparation prior to opening the ice rink. The contractor will be required to properly store County equipment off-season at locations to be directed by the County and is responsible for the storage of its own equipment and materials off-site during the off-season. The contractor shall make ice and all necessary ice making preparations, including set-up and breakdown at the beginning and end of the season. At the end of the season all breakdown and storage shall be completed, and the rink, pavilion area, and skate house left clean and free of litter, debris, or damage, and ready for others' use within five (5) days.
- d. **Seasonal Ice Rink Fees:** Offerors should submit a detailed list of all proposed fees and prices, including but not limited to, prices for general admission, skate rentals, lockers, locks, bag checks, skate sharpening, group rates, private lessons, and group lessons. All fees and prices require the prior written approval of the County. The contractor may be allowed to charge higher fees to non-County resident upon the County's prior written approval. The contractor will be encouraged to offer reduced rates for senior citizens, youths, and students. Additionally, the contractor will be encouraged to accommodate school groups during the day at reduced rate prices.
 - i. The contractor shall provide for the use of credit cards for all skating services offered; the contractor shall provide and install a credit card machine and cash register and shall execute all transactions on the cash register including credit card transactions and each customer will be offered a receipt.

THE CONTRACTOR MUST SATISFY THE COUNTY'S PCI COMPLIANCE AND SOC 2 SECURITY REQUIREMENTS AS SET FORTH IN PROVISION 23.B OF SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR OF THIS RFP (PMMD-45). **SEE ATTACHMENTS E AND F, ATTACHED TO THE RFP.**

Prior to Contract execution, and during the entirety of the Contract Term, the proposed offeror's solution is subject to the County's PCI compliance and SOC 2 security assessments.

- e. **Seasonal Ice Rink Public Programming:** In addition to public skating sessions, a wide range of programming is expected. The contractor is generally free to establish a schedule of classes, programs, activities, events and sessions that best meet the objectives of the County for the Ice Rink as described in this scope of services. The contractor must coordinate its schedule with events programmed by or on behalf of the County in downtown Silver Spring generally and at the Civic Building and Veterans Plaza specifically. The contractor is responsible for providing opportunities for the community to skate; learn to skate, and to learn and participate in ice sports such as figure skating, ice dance, hockey and curling, or to enjoy quality entertainment shows and events. Parties, workouts, costume events, and similar fun activities are expected, both as private special events and as program activities.
 - i. **Special Events:** Subject to prior written approval from the County, the contractor may conduct special events or programs at the premises. The contractor shall submit to the County for approval all plans for any events or programs at the premises, and in no event shall the premises be closed to conduct private activities during public hours of use except when such activities are specifically approved or sponsored by the County and such a closure has been announced to the public at least two weeks in advance of such activities or events. All revenue generated through such special events must be reported to the County as Gross Receipts. The County reserves the right to utilize the ice rink, and skate house facility at no charge for up to six (6) special events during each season. The County must coordinate each special event with the contractor. The contractor shall be responsible for the operation of the ice rink and the skate house during such special events.
- f. **Temporary Structures:** The contractor must provide a sufficient number of secure, lockable lockers for purses, wallets, etc. must be available to the public; the location for such lockers must first be approved by the County. The contractor shall provide ice skating mats to protect the floors in all areas of the skate house and where skaters may walk. The contractor shall furnish all necessary specialty equipment for use in the facility and shall be responsible for the maintenance of such equipment. The contractor, at his or her sole expense, will be responsible for the annual installation, removal, storage, and obtaining and maintaining all required permits for the temporary structures, including, but not limited to, tents, canopies, bleachers, benches, etc. The exact size, location, use of, design, and color of any temporary structures shall be subject to the prior written approval of the County.
- g. **Skate Rental and Sharpening:** The contractor must offer skate rental and sharpening at the premises. The exact size and location of the skate rental and sharpening are subject to the County's prior written approval. All equipment to be rented at the skate rental and sharpening and the proposed prices of those items are subject to the County's prior, written approval. Skate rental should not be required, if skaters bring their own skates. Recreational and specialty rental skates should be provided in a variety and range of adult and children's sizes. Double skates

should be provided for children along with skating aids for young children to assist in their skating. The contractor shall maintain and sharpen the ice skates in good skating order.

- h. **Skating Surface:** The contractor must maintain the ice in top skate-able condition consistent with industry standards. The County recognizes that the quality of ice makes a big difference in skaters' experience and the safety of skaters: proposers should explain in the proposal how they intend to maintain the ice and offer a list of references as well as safety records of other ice rinks they manage or have managed within the past five years. Offerors should identify other comparable (size and scope) ice rink operations for which they are in charge of and identify any loss of contract(s) within the past five years.
- i. **Hours of Operation:** The contractor may only operate the premises when Veterans Plaza is open. Unless otherwise approved by the County, the contractor may only operate for a single, continuous period between the second Sunday in October and April 1 during each year of the contract term. All hours of operation are subject to the County's prior written approval. At its sole discretion, but based upon written request, the County may allow changes to the contractor's approved operating hours/schedule. If the request is granted by the County, the contractor will continue to be responsible for all other obligations under the contract agreement, including the payment of all fees.
- j. **Internal Controls:** Throughout the contract term, the contractor 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 the County. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a point-of-sales 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. The contractor must also establish a dedicated bank account for all deposits related to this contractor's revenue. 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. The contractor shall keep adequate books and records of accounts and permit the County to inspect such books and records at any reasonable time during normal business hours; books and records shall include a daily cash report at the end of each day's business, listing the categories of sales that correspond to separate keys on the cash register; a daily record of the number of rentals, lessons and events; a daily record of maintenance activities including sharpening of skates; and a daily record of sponsored or reserved party events. The contractor shall provide monthly statements showing the daily gross receipts from all sales, which statement shall be submitted to the County not later than the 10th day of the month following the month for which the statement is made. The contractor shall maintain a daily on-site presence, and shall meet regularly, if not weekly, with the County's representative.
- k. **Operating Space:** The County, on the premises, provides an area on-site to be used by the contractor for offices and a first aid station. The contractor will have use of the skating rink, the skate house, and such other areas the contractor believes are reasonably necessary to carrying out its responsibilities and which the County agrees, in its sole discretion, to allow the contractor to use from time to time. The contractor shall not alter, change, revamp, move or remodel the premises of the facility or surrounding area without written permission of the County. The contractor shall not permit any person to use the facility for sleeping or other such activities.
- l. **Contractor's Staff:** The contractor will be required to have a sufficient number of staff available at the premises during regular operating hours to ensure proper operation of the contract. The County reserves the right to require all Contractor's employees wear uniforms, which have been approved in writing by the County. The contractor should provide each staff member, including the Manager, with shirts and jackets that are imprinted with "Ice Rink, Silver Spring Civic

Building at Veterans Plaza” and the Civic Building at Veterans Plaza logo. The County encourages the successful Contractor to employ County residents as much as possible. The contractor must provide or otherwise arrange for qualified instructors and coaches for ice programs and classes. The contractor shall provide staff for the ice-skating concession including a Manager and sufficient skilled employees to cover all hours of ice rink operation. Additional staff may be required for special events or rink set-up and breakdown. All staff must be trained in first aid. The contractor shall develop and provide an Employee Handbook outlining procedures and policies to be followed by staff. The contractor shall establish skating rules and post them in a highly visible location and employees should be trained to enforce the rules. The contractor shall furnish and pay the salaries, and any benefits of all employees required to operate the ice-skating concession. The contractor shall employ only competent employees in the conduct of this work and shall at all times enforce strict discipline and good order among the employees. The contractor shall have all employees comply with all the laws, rules, and regulations in full force and effect. The County shall have the authority to order the removal from the premises of any employee who is threatening or disorderly in conduct and any such employee must not be re-employed by the contractor at the ice rink.

- m. **Storage:** The County makes no representation there is adequate storage space at the premises. The contractor shall be responsible for, at its sole cost and expense, obtaining additional storage space required for the operation of the contract. The contractor shall not store any equipment or supplies at the premises without prior, written approval of the County. No item shall be placed upon any public space, including the ground adjacent to the premises without the County’s prior, written approval. The contractor will be required to secure all outdoor equipment on a nightly basis and store all outdoor equipment when the seasonal ice rink is not in operation. The contractor shall store all material and equipment within the premises of the facility. The contractor may not store materials or equipment on site after the end of the ice-skating Season.
- n. **Maintenance:** The contractor will be required, at its sole cost and expense (or through arrangements with third parties), to renovate, operate, and maintain the premises in good and safe conditions and in accordance with industry standards. This includes, but is not limited to, the maintenance and repair of the entire premises, all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, paved areas, temporary structures, ice rink refrigeration system and rink, gutters, curbs, and fixtures. In addition, all signs and structures on the premises must be kept in good condition and free of graffiti. The erecting of any ancillary structures at the premises shall be subject to the County’s prior written approval. The contractor shall provide a Zamboni or equal ice maintenance equipment as approved by the County; when the Zamboni or other ice making equipment is not in use the contractor will park it in the chiller enclosure on a pad provided by the County. The ice cleared by the Zamboni must be disposed of in the location specified by the County and the area left in good clean condition. The contractor shall coordinate with the County any major maintenance of the ice-skating facility. The contractor shall clean the facility, including the skate house, during the season. Bathrooms shall be cleaned daily, and throughout the day, as often as needed to maintain sanitary and attractive conditions as determined by the County. The contractor is required to repair any areas damaged by the use of the contractor, its employees and equipment.
- o. **Horticulture & Landscaping:** The contractor will be required to maintain and improve the landscaping at the premises during the Ice Rink Season. This shall include, but is not limited to, performing any seeding trimming, pruning, planting, fertilization, terrain shaping, and soil improvements. The contractor will be required to submit detailed plans to the County of all horticultural and landscaping work to be performed. All work to be performed at the licensed

premises is subject to the County's prior written approval. In addition, the contractor will be required to obtain all necessary permits, approvals, and authorization from all County, State, and Federal agencies having jurisdiction over the premises before any work is performed, and such work shall be of a quality which meets the County's standards.

- p. **Snow, Rubbish Removal & Recycling:** The contractor will be responsible for, at its sole cost and expense, clean-up and removal of all snow, waste, garbage, refuse, rubbish and litter from the premises and the area within forty (40) feet of the premises during the ice rink Season. The contractor will be required to provide adequate and easily accessible waste and recycling receptacles, approval by the County, and have these receptacles emptied on a daily basis and removed by a private company. The location and placement of all waste and recycling receptacles is subject to the County's prior written approval. The contractor will be required to comply with all County, State, and Federal regulations regarding recycling. In addition, the contractor will be required to demonstrate to the County's satisfaction, through a detailed maintenance plan, that they will keep and maintain the contracted site in excellent condition throughout the contract term. The contractor shall arrange for daily, or more frequently when needed, pick up litter and trash in and around the ice rink, pavilion area, skate house and environs. If a dumpster is required for special events the contractor is responsible for the coordination and all expenses.

- q. **Signage and Advertising:** The design and placement of all signage, including signage which includes the contractor's name, trade name(s) and/or logos, is encouraged subject to the County's prior written approval. The contractor must conform any signage with the signage style and standards for the plaza, and include the Civic Building at Veterans Plaza logo. The contractor shall allow the County to provide, maintain, and control any seasonal or special event decorations on the site, and shall obtain County approval of any decorations or signage prior to installation. The contractor is responsible for marketing and programming the ice rink as a recreational and cultural asset to attract a wide range of people throughout the day, every day of the week (this may include class field trips from public and private schools, senior centers, etc). The contractor is responsible for costs associated with publicizing its own programs, activities related to the ice-skating concession, and special events by the contractor. The contractor shall coordinate advertising campaigns/programs with the County and shall present all advertising materials to the County for pre-approval before distribution. Marketing that is planned ahead to program the ice with activities and events that coordinate with other events in downtown Silver Spring can enhance the number of skaters at the ice rink concession. Music, signage, and general image of the ice-skating experience will be high quality, and complimentary to the community use and enjoyment of downtown Silver Spring. The contractor shall not provide any permanent signs without the County's prior written approval. The Contractor is prohibited from displaying, placing or permitting the display or placement of advertisements in the premises, without the prior written approval of the County. The Contractor is prohibited from placing advertisements on the exterior of its premises. Any prohibited material displayed or placed shall be immediately removed by the contractor upon notice from the County at the contractor's sole cost and expense. The display or placement of tobacco advertising shall not be permitted. The display or placement of advertising of alcoholic beverages must 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 County law, shall be prohibited. Advertising of product brands is prohibited without the County's prior written approval. Any and all signage is subject to the County's prior written approval.

- r. **Utilities and Taxes:** The County makes no representations regarding the adequacy of utilities currently in place at the licensed premises. The Contractor will be required to connect to any

existing utility service and obtain the appropriate permits and approvals. The Contractor shall pay for all electricity, water, gas, heat, coolant and sewer costs connected with the operation of this concession during the license term. The contractor shall pay all costs associated with telephone and data services. The contractor shall pay all costs associated with the skate house, pavilion, ice rink, and chiller; including metered electronic power for the chiller, metered hot water for the Zamboni, and metered electric and water for the skate house and pavilion ice rink. The contractor shall pay, at its own expense, all taxes assessed or levied against the merchandise or business. The contractor shall withhold or pay all amounts for Federal, State, and Local Income tax, Social Security, Unemployment benefits, and Workers Compensation.

- s. **Drought & Water Conservation Issues:** The contractor will be required to adhere to all Department of Environmental Protection (DEP) directives and restrictions regarding drought and water conservation issues during the contract term. Offeror's proposals should include any plans to employ methods and equipment which will conserve water, including any plans to, eliminate uncontrolled releases of water from water retention structures, regularly check for and remedy leaks in a timely fashion, and recycle gray water and runoff.
- t. **Environmental Considerations:** The County is deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the premises. Practices may include, but are not limited to, the installation of Energy Star compliant appliances, the use of energy efficient, non-polluting, low noise generators, the employment of energy efficient and water conservation measures, the use of low toxicity chemicals, preservation of natural area, and the use of environmentally friendly products. The contractor must supply all environmentally friendly cleaning agents, as approved by the County.
- u. **Security:** The Contractor will be required to submit a security plan approved in writing by the County. The contractor, at its sole cost and expense, shall be responsible for all security at the licensed premises during the ice rink Season and shall provide a 24 hour-a-day security system at the licensed premises. During this time, the contractor will be required to secure the premises and any other equipment every evening.
- v. **Safety:** Since safety is of the utmost concern, offerors with experience in operating this type of facility or similar facilities should submit their personal and/or company safety record with their proposal. Each proposal should include a detailed outline of maintenance schedules and safety precautions required for the operation of the premises as well as any applicable staff qualifications and certifications. Offerors should provide descriptions of the locations and types of facilities they have operated within the past five (5) years, including a list of references. The Contractor will be required to comply with all national safety guidelines and Federal, State, and County laws, rules and regulations related to the development, operation and management of the premises.
- w. **Customer Service:** The County expects the contractor to create and maintain a high-quality amenity for the public. The County will require the Contractor to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These proposed mechanisms should be outlined in the offeror's proposal.
- x. **Identification & Address:** The successful Contractor will be required to provide the County with at least two (2) telephone numbers for contact purposes. The successful Contractor must notify the County's Contract Administrator immediately of any changes to the Contractor's address or phone number. The contractor shall procure, at its own cost and expense, and post in a conspicuous place in the ice skate rental area all permits and licenses necessary for provision of the services to be rendered on the premises.

- y. **Inspections:** Inspectors from the County will visit the premises unannounced to inspect operations and ensure proper maintenance of the premises. Based on their inspections, should the contractor fail to provide the cleaning, maintenance, and operational services required by the act, the County shall notify the contractor in writing, and the contractor shall be required to correct such deficiencies within the time frame set forth in the notice.
- z. **Period of performance:** The Contractor may operate the Ice Rink at the Silver Spring Civic Building at Veterans Plaza as early as October and extend until April 1 (the "Ice Rink Season"). An earlier start to the skating Ice Rink Season may be considered and is subject to the prior written approval of the County. The Contractor is generally free to establish a schedule of events and sessions that best meet the objectives of the County for the Ice Rink as described in this RFP.
- aa. **Payment Rate:** The contractor shall make the properties available to representatives of the County for inspection at any time. The contractor shall annually submit audited financial statements on the facility, as well as monthly report of gross revenues, expenses and attendance figures to the County or its designee.
 - i. The contractor will pay the County a monthly fee of \$6,000 plus a percentage of the Gross Receipts from all sales, rentals, and other revenue sources generated by the operation of the facility. The price proposal offering the highest percentage of the amount to be paid to the County will be considered the best price proposal.
 - ii. A final schedule of rates, fees, charges and revenue sharing schedule will be negotiated prior to contract execution.
- bb. **Access to Premises:** The contractor will be required to provide the County with full and free access to the premises to ensure the County's satisfaction with the contractor's compliance with the terms of the Contract.
- cc. **Music & Sound Levels:** The Contractor will be required to comply with all laws, rules and regulations of appropriate agencies regarding noise levels, and contractor shall be responsible for payment of any and all fees or royalties to the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or such other entity as they may require for such music or music programming. The Contractor may operate and play sound equipment and music only at a sound level reasonably acceptable to the County. Any musical programming or other types of entertainment must be approved by the County. A cabaret license and concerts will be strictly prohibited at the premises.
- dd. **Tables & Chairs:** The Contractor may place tables and chairs at the premises. The design, color, placement, number of tables, chairs, and other equipment are subject to the County's prior, written approval.
- ee. **Physical location:** The Silver Spring Ice Rink is located on Veterans Plaza with the skate house address at 8523 Fenton Street, Silver Spring, Maryland 20910.
- ff. **Naming of the Concession:** The County reserves the right to approve of any name selected by the contractor for the concession.
- gg. **No Exclusive Vending Rights:** The Contractor should note that the Contract does not grant the contractor exclusive rights to sell in the plaza in which the premises are located. Moreover, the County may grant other permits to vendors to sell the same or similar items authorized under the resultant Contract within the same plaza in which the premises are located. The

County does not guarantee that illegal vendors, persons unauthorized by the County or disabled veteran vendors will not compete with the successful offeror or operate near the premises. The County encourages contractors to report illegal vendors by calling 311.

- hh. **Pro-Shop:** The contractor may operate a pro shop at the premises, the size and location of which are subject to the County's prior written approval. All merchandise to be sold at the pro shop and the proposed prices of those items are subject to the County's prior written approval. Pro Shop Sub-Licensing will not be allowed.
- ii. **Mobile Food Units:** Pushcarts or Processing Carts/Processing Mobile Trucks for the sale of food items are not allowed.
- jj. **Vending Machines:** The contractor may, with the County's prior written approval, provide snack and beverage service through vending machines at the licensed premises. A maximum of two (2) vending machines may be placed at the licensed premises. The Contractor shall remove any vending machines at the direction of the County. Offerors should be aware that the County follows Maryland Laws regarding business licenses (Vending Machines: Subtitle 10. Vending Machines, §17-1901–07.)
- kk. **The Food Service Facility:** The Contractor will not be allowed to maintain a temporary food service facility (i.e. Snack bars, Restaurants, etc). The downtown Silver Spring area has significant food service options for the public which help contribute to the overall ambience of Veterans Plaza and the surrounding area.

5.4 Contractor's Responsibilities

- a. The contractor is expected to provide a professionally managed, expertly maintained and properly staffed ice-skating facility. The Ice Rink is to be operated, maintained, scheduled and programmed to attract people throughout the day and evening, weekdays and weekends. Hours are subject to County approval. Programming should take full advantage of coordination with public, private, and non-profit sectors in the core of downtown Silver Spring. During operation it is important to operate and maintain the Ice Rink in a good, clean, attractive, condition for maximum utilization and top-quality ice-skating experience. The Contractor is responsible for ensuring a clean, litter-free and good, safe operation. This includes, but is not limited to, skater and audience safety, equipment maintenance, continuous operation, and support facilities.
 - i. At all times the Contractor is required to follow all health and safety standards and regulations for protective measures against COVID-19 and other infectious diseases as prescribed by the CDC, State and County authorities and any other controlling entity.
 - ii. This includes but is not limited to compliance with the standards prescribed by the United States Rink Association.

The Contractor may test and prepare ice for the opening of the ice rink, no earlier than the Ice Rink Season as it is defined in this RFP.

5.5 County's Responsibilities

- a. The County will provide the availability of a facility, consisting of an Ice Rink, a Pavilion that covers the ice, a chiller and piping, and storage room space, and a skate house, for operations and ice-skating on the licensed premises.
 - (1) The ice-skating rink dimensions are 104 feet by 56 feet.
 - (2) The ice-making equipment (Zero Zone chiller, OPS-10402L2-64-507) is located in a fenced area beside the concrete pad for parking a Zamboni.
 - (3) A pad for parking a Zamboni or other ice making equipment is provided beside the chiller enclosure.
 - (4) A hot water faucet, and hot water, is provided for filling the Zamboni.
 - (5) The pavilion cover is 22 feet high. The pavilion includes lighting, power outlets, and a public address system.
- b. The County provides a Skate House space under the retail development adjacent to the Ice Rink and pavilion. The Skate House opens onto the Veterans Plaza providing for the concession and skate rental area.
 - (1) The main room is 767 sq ft of open area.
 - (2) There are also two restrooms and two offices (86sq ft and 103 sq ft) in this space.
 - (3) A storage room (698 sq ft) for dasher boards is provided beside the Skate House.
- c. The County will provide clear plastic 41.25" high dasher boards for installation by the Operator.
- d. The County provides water, sewer, and electric service for the facility.
- e. The County provides trash and recycling collection from County provided containers on Veterans Place behind the Civic Building. If a dumpster is required for special events the Operator will be responsible for the coordination and all expenses.
- f. The County will provide general maintenance of the entire pavilion facility consisting of structural, electrical, plumbing, and mechanical repair and servicing.

5.6 REPORTING REQUIREMENTS

The CONTRACTOR must provide reports by the 15th day of each month in accordance with Section B, Scope of Services of the RFP. The report must include the following: statement of Gross Receipts, monthly financials, sponsorship money earned, completed services and events, services and events to be provided in the upcoming month as well as recommendations for additional improvements that may be outside the scope of work of the resulting Contract.