



# TIMES SQUARE – Visitor Services RFEI

This is a request for expressions of interest in operating a booth for visitor services in Time Square

Issue Date: October 5, 2018  
Due Date: November 15, 2018



## **TIMES SQUARE ALLIANCE**

1560 Broadway, Suite 1001 New York, NY 10036

**For further information:** Jerome Barth  
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## I. INTRODUCTION: Some information about the Times Square Alliance

The Times Square Alliance (the Alliance) is a Business Improvement District with a District Management Agreement with the City of New York (the City) via which it is responsible for the overall well-being and continual rejuvenation of the Times Square Area. The Times Square Alliance has worked for over two decades to promote a clean, safe and vibrant place through supplemental security and sanitation services, tourism promotion, constituent support, production and management of special events and advocacy policy, planning and design issues of interest to the neighborhood.

Times Square's district covers most of the territory from West 40<sup>th</sup> to West 53<sup>rd</sup> Street between 6<sup>th</sup> and 8<sup>th</sup> Avenues, as well as Restaurant Row (46<sup>th</sup> Street between 8<sup>th</sup> Avenue and 9<sup>th</sup> Avenues.) It includes 39 of 40 Broadway theaters and the headquarters of major media, technology and financial services companies. Times Square is also the center of New York City tourism, hosting nearly a quarter of all of the City's hotel rooms. More than 100 million visitors move through Times Square every year. The district's pedestrian plazas are some of the most extensively used public spaces in the City, and the first to be constructed with a permanent and distinctive paving design. The plazas were created by the New York City Department of Transportation (DOT) in 2009, and since that time the Alliance has been responsible for the maintenance and programming of these spaces via a license agreement with the City. As part of that agreement, the Alliance has the right and responsibility to upgrade the quality of life in the Plazas.

The Alliance is now seeking expressions of interest (Proposals) from qualified companies (Proposers) by issuing a Request for Expression of Interest (RFEI) to operate a tourism services booth in Times Square. Essential to this solicitation is that, regardless of the products the Proposer will choose to sell to the public; quality, multi lingual visitor services must be offered to the public at no cost and whether they purchase from the Proposer or not.

Any company chosen to operate the booth will be required to offer general information services to the public from the booth. Beyond this requirement, it could sell any tickets or other services of interest to visitors that it wishes to sell, following preliminary approval by the Alliance, of course. The Proposer and the Alliance would agree to a scope of services and operations and a vision for the booth and its operation.

The Alliance is looking for the Proposer to present a self-sustaining operation, which could make use of its existing structure – a ten foot by ten foot kiosk, using a generator for power-, or a different structure, to be specified by the Proposer.

## II. CONTRACT

A. If a satisfactory Proposal is received, the Alliance could enter into a contract (the "Contract") with the successful Proposer to begin operations in the Spring of 2019 for an initial trial period of up to two years.

B. A termination clause for both parties shall be included in the Contract. The successful Proposer will be required to execute terms of the Contract, which may include terms and conditions including but not limited to those outlined in **section IX, below**.

## III. PERTINENT DATES

A. Questions related to this RFEI should be submitted in writing (email) to the Alliance no later than **5pm on October 20th, 2018**.

B. All Proposals are due no later than **5pm on November 15th, 2018**.

#### **IV. PROPOSAL SUBMISSION PROCESS**

**If you choose to respond to this RFEI please answer via an attachment to an email, no larger than 20MB, at the below address**

Jerome Barth  
jbarth@tsq.org  
Vice President, Finance and Administration  
Times Square Alliance  
1560 Broadway, Suite 1001  
New York, NY 10036

All questions regarding the RFEI must be in writing and must be returned to Jerome Barth via electronic mail at [jbarth@tsq.org](mailto:jbarth@tsq.org). Questions should be submitted no later than October 20th. Questions and responses from the Alliance can be shared with other Proposers.

The Alliance will not accept oral Proposals or Proposals submitted by facsimile. The Alliance reserves the right to reject any or all Proposals submitted and assumes no responsibility and no liability for costs incurred by the Proposers prior to selection.

Proposals shall include the following:

1. A simple and succinct statement of qualification.
2. A clear description of the way the Proposer plans to organize its service, presenting its product mix, target clientele, hours of operation and promotion plan.
3. A description and relevant examples of the related work of the Proposer, preferably with case studies presenting its relationship to similar clients
4. A financial proposal detailing the proposed business plan, equipment, management and promotional costs, as well as proposed payments to the Alliance.
5. Financial statements indicating that the Proposer is in solid financial health and can manage and operate such a business; and,
6. Proof of Insurance

#### **V. TERMS GOVERNING REQUESTS AND SELECTION**

The Alliance will review all proposals for completeness and compliance with the terms of this RFEI. The Alliance reserves the right to request additional materials to evaluate each Proposer's qualifications and past experience, or clarification or modification of any submitted Proposal. Submission of a Proposal shall constitute the Proposer's permission to the Alliance to make inquiries concerning the Proposer as the Alliance deems useful or appropriate. The Alliance is not obligated to make any such request or to accept unsolicited additional materials, clarification, modification or background information. The Alliance may conduct discussions with the Proposers submitting acceptable Proposals, but it may also award a Contract with no further discussions. The Alliance reserves the right, in its sole discretion, to reject any or all Proposals, and/or to withdraw this RFEI, without prior notice.

The Alliance will select the Proposer that, in the sole judgment of the Alliance, most successfully demonstrates the necessary qualities and meets the criteria to undertake the project at hand, offers the most favorable financial terms, and best meets the needs and goals of the Alliance. The Alliance reserves full right to reject all Proposals if it so chooses. Under no circumstances will the Alliance pay any costs incurred by a Proposer, will create no legal submission or equitable rights in favor of the Proposer, including without limitation, rights of enforcement or reimbursement.

Failure by the Alliance for any reason to select a Proposer to enter into a Contract as a result of this RFEI will not create any liability on the Alliance or any of its members, officers, employees, agents, consultants or other Proposer. Submission of a Proposal in response to the RFEI will constitute a waiver of a claim against any of the foregoing for any costs incurred or for any matters arising thereunder or in connection with the review of such Proposal by the Alliance.

The successful Proposer shall be required to complete and file the City of New York's PASSPORT online vendor management system questionnaire if the aggregate value of City contracts, franchises and concessions awarded exceeds \$100,000, including this Contract, during the immediately preceding twelve-month period.

## VI. SELECTION CRITERIA

Proposals will be evaluated based on the quality of their offering to the public and the seriousness of their financial proposal.

## VII. EXECUTION OF CONTRACT

The submission of a Proposal shall constitute an agreement by the Proposer to execute a Contract with the Alliance, which will include, but not be limited to, the terms and conditions outlined below, in addition to any other terms and conditions deemed appropriate by the Alliance. If the Alliance notifies the Proposer that he/she has been selected, then Proposer shall execute a Contract with the Alliance within 30 days of such notification and receipt of an executable copy. In the event that the successful Proposer fails to expedite a Contract for any reason such period, the Alliance may void the selection and negotiate and execute a Contract with another Proposer. **The Alliance may also decide not to enter into any Contract.**

## VIII. OTHER CONSIDERATIONS

- A. The Alliance has an existing standalone 10 by 10 kiosk, with independent generator, that could be used by a Proposer.
- B. The Alliance has enjoyed a long-term partnership with NYC&Company, and it might be possible to keep benefiting from NYC&Company's brand and support.

## IX. GENERAL TERMS

The successful Proposer shall be subject, without limitation, to the following terms and conditions:

1. The successful Proposer shall be responsible, at its sole cost, for obtaining all required permits, licenses, approvals and authorizations from any and all appropriate City, State and Federal agencies necessary to perform its work on behalf of the Alliance.
2. The successful Proposer shall procure and maintain insurance throughout the Sublicense Period, at its sole cost and expense, including but not limited to the following:
  - Commercial General Liability Insurance: of not less than one million dollars (\$1,000,000) combined single limit per occurrence, and three million dollars (\$2,000,000) aggregate.
  - Workers' Compensation and Disability Benefits Insurance: in accordance with the laws of the State of New York.
  - Employer's Liability Insurance: of not less than one million dollars (\$1,000,000) for any one occurrence.

- Unemployment Insurance: as required by statute.

All insurance policies other than Worker's Compensation, Employer's Liability and Disability Benefits Insurance must name the Alliance and the City of New York, its officials, employees and agents, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form CG 0001 and ISO Form CG 20 26 (11/84 ed.).