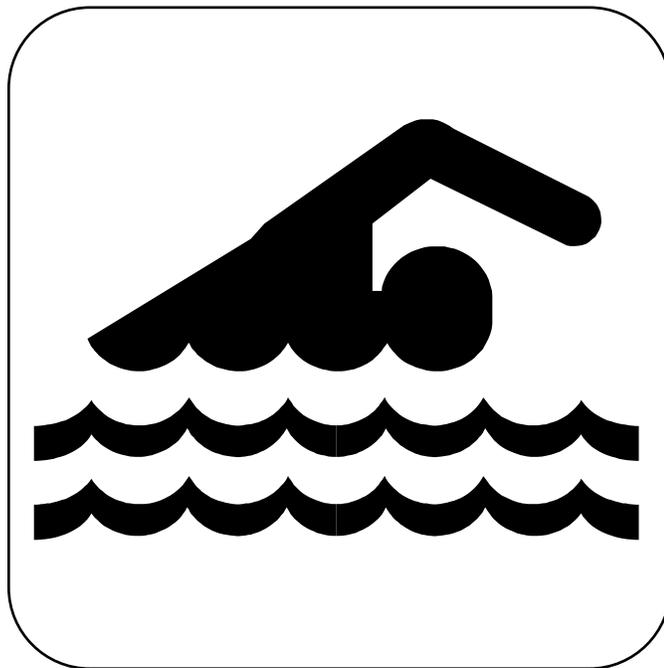


UPPER MERION TOWNSHIP
Department of Park & Recreation



REQUEST FOR PROPOSAL

**Upper Merion Township
Swimming Pool Concession Stand
11/2021**

REQUEST FOR PROPOSAL

I. GENERAL INFORMATION

Subject of RFP: Contract Services for Concession Stand at Upper Merion Township Pool

Requesting Agency: Upper Merion Township
Department of Parks & Recreation
431 West Valley Forge Road
King of Prussia, PA 19406

Agency Contact: Dennis Rudzinski, Recreation Superintendent
& Heather Melck, Aquatics Manager
Parks & Recreation
(610) 265-1071

Proposal Requirements: Proposal Form
Experience Record
Description of Proposed Concession service including Menu with current pricing

Proposal Calendar: Release of RFP: **11/2/2021**
Due Date for Proposals: **12/6/2021**
Project Start: Upon Receipt of Notice to Proceed

Site Visit: Site visits may be scheduled by contacting Dennis Rudzinski, Recreation Superintendent. 610-265-1071 or DRudzinski@umtownship.org

Upper Merion Township Community Center Complex
431 West Valley Forge Road
King of Prussia, PA 19406

II. INTRODUCTION

Upper Merion Township Department of Parks & Recreation is seeking a qualified and competent contractor to operate the Upper Merion Township Pool concession stand and is inviting offers from all persons qualified to do so. A contract will be signed with the person or organization selected to provide such services.

A. General Characteristics

Upper Merion Township Swimming Pool is located at 431 West Valley Forge Road, King of Prussia, PA 19406

Upper Merion Township took over pool operations in July 2015. The Facility is open Memorial Day through Labor Day. In 2021 the pool had 2575 members. The pool complex is a no smoking facility. The concession space is located next to the bathhouse and will offer counter service to all pool patrons.

The dimensions of the storage area for the concession area are approximately Twenty One feet by fourteen feet (21' x 14'). The dimensions of the cooking area are approximately twenty one feet by eighteen feet 21' x 18'). The dimensions for the eating area are Twenty one feet by fourteen feet (21'x14')

Upper Merion Township will provide 2 fryers, counter top griddle, sandwich prep refrigerator, freezer, reach in refrigerator, and worktop prep station.

III. SERVICE AREA

A. Reason for Services

The sole purpose in granting concessions in areas administered by Upper Merion Township Department of Parks & Recreation is to provide visitors with such service and accommodations as may be necessary for their full enjoyment of such areas. Accordingly, the concession stand described within shall be operated under the supervision of the Department of Parks & Recreation, with that objective in mind.

B. Rates to the Public

The contractor shall have the right and privilege to charge such prices and rates as are reasonable and fair, although all charges by the contractor to the public are subject at all times to the approval of the Township. In approving rates, primary consideration will be given to the prices charged for similar facilities and services furnished or sold under similar conditions. The principal objective of such controls is to assure the public of satisfactory service and quality merchandise at reasonable rates. Either party may request of the other consideration in an adjustment in prices and rates. The contractor must post prices and rates on the premises for public inspection.

The contractor acknowledges that patrons may bring their own food and drink into the

Upper Merion Township pool complex.

C. Personnel

The contractor shall be responsible for hiring the necessary personnel to efficiently conduct the concession operations. The contractor will comply with all requirements of federal, state and local laws relating to minimum wage, social security, Civil Rights Act of 1964, unemployment compensation, workers compensation, etc. The contractor agrees to employ only competent and orderly employees who will keep themselves neat and clean and accord courteous and competent treatment and service to all guests and patrons. The contractor also agrees to conduct pre-employment background checks and provide proof of the results to the Township. Any uniforms to be worn shall be of such type as are ordinarily worn by employees doing like work in similar places of business. Employees must park in an area determined by the Township.

The contractor shall appoint and identify to the Township the person(s) deemed to serve as manager(s) to be responsible for supervising the concession operation. This person(s) must be on duty during all hours of operation.

The contractor's employees are not permitted to remain at the site after hours. In addition, the contractor and its employees will be required to purchase a pool membership if it is their desire to patronize the pool facility during non-working hours. All relatives of the contractor's employees and personnel must meet all applicable membership requirements to enter the pool facility.

The contractor and its employees will be required to adhere to all pool complex rules and regulations and to cooperate with the Township in meeting the demands of the public.

D. Contract Term

The term of agreement for the Upper Merion Township Pool shall be the 2022 pool season, beginning April 1, 2022 through Monday, September 5, 2022 (Labor Day) with automatic renewal options for four (4) successive seasons, limited to a total maximum term of five (5) seasons, terminating Monday, September 7, 2026. The contractor shall enter into a Lease Agreement with the Township with additional terms.

Notwithstanding the above terms, the Township may terminate the contract and any associated agreements for any reason during or after the 2022 pool season by providing the contractor with thirty (30) days written notice of such intention to terminate. If the Township desires to terminate the contract or any agreements prior to a pool season (i.e. after September but prior to April) pursuant to this paragraph, the Township must notify the contractor, in writing, of its intention to terminate at least three (3) months prior to the beginning of the next pool season. The contractor may terminate the contract at the end of any pool season by notifying the Township, in writing, of its intention at least six (6)

months prior to the beginning of the next successive season. Neither party shall be liable for damages or losses resulting from the decision to terminate the contract under this paragraph.

The Contract is non transferable, nor can it be assigned to a third party for fulfillment.

E. Terminations

In addition to the absolute right to terminate the contract, in the event the contractor shall violate any of the terms of the contract, including the terms of this Request for Proposals or the Lease Agreement, the Township shall notify the contractor, in writing, of said violation. If the contractor should refuse or fail to take steps to correct such violation within twenty-four hours (24) after receipt of such notice, the Township shall have the right to terminate the contract and withdraw all privileges previously granted to the contractor and the contractor shall vacate the premises within twenty-four hours (24) of notice of said violation, and re-advertise a Request for Proposals to replace the contractor. If it is believed that the contractor will be in violation of the Request for Proposals or the Lease Agreement at the commencement of any pool season, the Township may obtain assurances from the contractor that such agreements shall be adhered to upon the commencement of the next pool season or, if the contractor shall not provide such assurances, declare the contractor in breach and terminate the contract.

F. 2022 Hours of Operation

Pool

Saturday & Sundays: 11:00 a.m. to 8:00 p.m., weather permitting
(May 28th until pool closes)

Mondays through Fridays: 11:00a.m. to 8:00 p.m., weather permitting
(June 13th until pool closes)

The contractor shall operate the concession stand during these hours of operation, and may operate at additional times during the term of the contract, i.e. during morning swim lessons and programming hours of 9 a.m. to 11a.m. if approved by the Township. The contractor shall have the right to make written application to the Township for a change in the hours of operation of the concession/café, which, upon the approval of the Township, shall become the temporary hours of operation. The Township has the right to revoke the contract if the hours of operation are not adhered to.

G. Health and Sanitation

The concession operation shall comply with all health, sanitation and food handling laws and rules and regulations of the Montgomery County Health Department and Upper Merion Township, Safety and Code Enforcement. It will be the responsibility of the contractor to obtain and maintain, at its sole expense, all health and sanitation permits, licenses and requirements necessary to operate the concession.

The contractor shall keep the designated eating areas clean and neat at all times, including fumigating, disinfecting and deodorizing the areas.

1. Garbage Collection

It will be the responsibility of the contractor to place all trash produced from the concession operation in the trash receptacles provided on site. Trash may not be left inside or outside the concession building over night, but must be placed in receptacles next to the building where it will be collected. The contractor shall complete thorough garbage and litter collection throughout the leased premises prior to leaving each day of operation and as otherwise required by the Aquatic Manager.

2. Oil/Grease

Provide for oil/grease removal from concession stand as necessary.

H. Monitoring of Operation

The Departments of Parks & Recreation and Health shall monitor the concession. Regular inspections of the operation shall be conducted to ensure compliance with this Agreement.

I. Rental Fees and Charges

The contractor agrees to pay the Township as the annual rent for this concession a rental fee plus a fee based on a percentage of gross receipts.

The contractor will submit no later than fifteen (**15**) days after the end of each season, each year the contract is in effect, a Final Financial Statement in the form of an affidavit showing gross receipts. The preparation of this Financial Statement must be signed by the authorized representatives of the contractor and notarized.

The contractor agrees to keep proper and complete books and records of accounts of its operations and to permit authorized agents of the Township, upon the Township's request, to examine and audit the books and records without any delay upon the contractor's part.

The contractor agrees to provide, at its sole expense, all licenses and permits necessary to run the concession stand operation and to pay all applicable taxes including sales and

mercantile taxes.

The contractor understands and agrees that the rental fee may be recalculated for each annual term this agreement is in effect.

J. Leased Premises

The pool “leased premises” shall be defined as set forth in the Lease Agreement, including all buildings, patio area, equipment, locations, facilities and areas related to the operation of the concession stand. The contractor agrees to keep the leased premises in a clean, sanitary and presentable condition at all times and to comply with all laws, rules, regulations and orders of Upper Merion Township and other governmental bodies, now in effect or hereinafter enacted, adopted or promulgated.

The contractor shall have the right to use the said premises only for the described purposes and only in keeping with the intent of the contract. Any deviation from said intent, or conflict with or between any provisions of the contract shall require the Township’s action and its written direction for correction.

L. Maintenance

The Township shall be responsible for major building maintenance. Major building maintenance shall include roofing, sidewalks, masonry repairs, painting, grass cutting and general turf care.

The contractor shall be responsible for all other maintenance to leased premises, including maintaining all equipment and property therein, in good repair, at the contractor’s expenses. In addition, the contractor shall be responsible for any repairs to equipment, buildings, and all other parts of Township’s property resulting from any act of negligence, or lack of due care on the part of the contractor, its employees or its customers.

The contractor agrees to and is responsible for cleaning kitchen exhaust systems, grease traps and maintaining any fire extinguishers within leased premises.

The Township will cooperate with the contractor in scheduling all maintenance activities on the leased premises. The contractor understands and agrees that there are times the Township may have to perform required maintenance during contractor’s business operations and that the Township will perform such maintenance with the least inconvenience and interruption of the contractor’s business.

The contractor agrees to periodic maintenance inspections of said premises with the Township's representatives. The contractor understands that the Township expects the contractor's maintenance to be first-class. Unless otherwise constituting a violation that warrants 24 hour remediation, the contractor agrees to correct any identified defects they are responsible for within a reasonable amount of time, but in no event more than five (5) days.

M. Equipment

All equipment provided when the Lessee occupies the concession stand will remain in the building for the duration of the lease. There shall be no penalty to the Lessor in case of equipment failure. Lessor will have equipment repaired /or replaced in a reasonable amount of time, providing the failure was not due to abuse or neglect by the Lessee.

All food service equipment must be NSF (National Sanitation Foundation) certified or acceptable equivalent.

The contractor may store its equipment on or in the leased premises during non-operating periods, provided the contract is not terminated. If the contractor should store its equipment on the leased premises, it is fully and mutually understood that said storage shall be at the contractor's sole risk; that the Township shall assume no obligation or responsibility for safeguarding contractor's equipment from acts of vandalism, loss, fire, theft, damage or acts of God.

The contractor agrees to remove all equipment and inventory from the leased premises at the termination of the contract. Any equipment or inventory not removed within fifteen (15) days after contract termination shall be considered as abandoned, and the Township may dispose of the same without being accountable to the contractor.

Personal property is defined as that property, equipment and/or supplies not considered permanent improvements.

N. Insurance

The Township maintains insurance on the building that will house the proposed concession service. The contractor will carry insurance on all their owned, leased and controlled property and equipment.

In the event of the total destruction of the leased premises, or damage to, or destruction of, a portion so substantial that the remainder is not economically operable for the purposes herein contemplated, by fire, windstorm, or other hazard, operation of the leased premises shall be suspended until the portions so destroyed or damaged are rebuilt, repaired or replaced. Such rebuilding, repairing, or replacement shall be done from the proceeds of Township insurance or from other funds that may be available for that

purpose. In the event such damage or destruction is less substantial so that the remainder of the leased premises is economically operable, operation shall continue to the extent practical while restoration is under way.

1. Insurance Requirements

The contractor shall provide at its sole expense, and maintain in full force and effect during the term of the contract, the following insurance coverage with Upper Merion Township named as an “Additional Insured”. Workers Compensation is not included. Only certificates of insurance from companies licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township will be approved.

Worker’s Compensation

The contractor must maintain during the term of the contract Worker’s Compensation Insurance with Employer’s Liability for their employees.

Commercial General Liability

The contractor must maintain during the term of the contract, General Liability Insurance to protect him/her and their subcontractors and the Township for injury or damage caused directly or indirectly by him or his employees for the following limits, this coverage should include protection for loss arising out of food borne diseases.

Services Contracts

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

The contractor shall agree to indemnify the Township and hold the Township harmless from any and all liability, which may arise by and from the contractor’s operation of the concession.

O. Utilities

The Township agrees to pay the expenses of all utilities (including trash and recycling removal) for each term the contract is in effect, with the exception of telephone service and propane. The contractor will make separate arrangements for installation and payment for telephone service, if desired.

P. Merchandise for Sale

The contractor shall provide, and submit a menu for approval of suitable and appropriate

food, nonalcoholic beverages and incidental merchandise for purchase by the public. The Township reserves the right to prohibit the sale of any merchandise it deems objectionable, or beyond the scope of that necessary for adequate service to the public.

The contractor shall provide a minimum menu to include the following items: coffee, tea, water, four (4) types of soft drinks, a fruit juice, milk, potato chips, pretzels or crackers; hot dogs, one (1) type of sandwich, whether hot or cold; frozen dessert product, candy or other dessert items. All food and drink shall be served at appropriate temperatures. All food products shall be fresh. Soft drinks shall be in at least two (2) different serving sizes.

The contractor agrees to serve all food and beverages in disposable paper, aluminum or plastic containers, or any returnable containers other than glass. There shall be no sale of beverages in glass bottles.

- There shall be no sale of alcoholic beverages.
- There shall be no sale of chewing or bubble gum.
- There shall be no sale of tobacco products.

IV. THE PROPOSAL

A. Selection of Applicant

It is proposed that a contract will be signed with the individual or organization selected as the one submitting the best offer in the sole judgment of Upper Merion Township. In making this selection, offers will be evaluated on:

- The basis of ability and managerial competence in the type of enterprise contemplated herein, to render the most satisfactory service to the public at reasonable rates.
- The menu and extent of service that will be provided to patrons.
- The percentage of gross receipts.

In the event two or more applicants show sufficient experience to provide the desired facilities, other factors as may be pertinent, may also be considered.

B. Menu

The successful applicant shall propose an interesting, varied menu that reflects contemporary today's tastes and trends, including such items as salads, juices, fruit, etc.

C. Submission of Proposals

Offers submitted should be sent to:

Upper Merion Township
Department of Parks & Recreation
Attn: Dennis Rudzinski
431 West Valley Forge Road
King of Prussia, PA 19406
(610) 265-1071

All proposals must be received by December 6th, 2021 on the forms provided. Any offers received after this date will be given full consideration on their merits if another acceptable offer has not been received by that date. Upper Merion Township reserves the right to disregard any and all offers submitted, or to make any counter offer which may be considered reasonable or desirable.

Upper Merion Township Swimming Pool Concession Stand Proposal

The undersigned submits a proposal to operate the **Upper Merion Township Swimming Pool Concession Stand** and proposes to pay the following fees for the privilege of said premises.

1. Lump Sum Fee-

_____ Dollars and _____ Cents.

2. Percentage of Gross Receipts-

in numerical value: _____ %

in words: _____

Upper Merion Township reserves the right to reject any or all proposals, or to make any counter offer which may be considered reasonable or desirable.

If selected, I/We agree to sign a contract with the Township for the operation of the concession stand.

The undersigned certifies that the proposal documents contained within have been carefully examined and the leased premises and all property connected have been inspected.

The following documents are attached to and made a condition of this proposal:

1. Required Experience Record with supporting data.
2. General description of the concession service I/We propose to provide, including a tentative menu.

IF BIDDER IS:

An Individual

By: _____
(Individual's Name)
doing business as _____
Business Address: _____
Phone Number: _____ Date: _____

A Partnership

By: _____
(Firm Name)

(General Partner)
Business Address: _____

A Corporation

By: _____ (SEAL)
(Corporation Name)

(State of Corporation)
By: _____ (SEAL)
(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest: _____
(Secretary)
Business Address: _____
Phone Number: _____ Date: _____

EXPERIENCE RECORD

Complete the following experience record covering work performed during the past five years (5) and attach it to the **PROPOSAL**.

Name of Project	Date Started	Date Finished	Amount of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following projects are currently underway:

Have you ever defaulted on a project? Yes _____ No _____

If yes, give name of Bonding Company (if applicable) and circumstances:

Contractor

Date

By:

Note: This Experience Record must be submitted with the proposal. Failure to include it will be considered justification to reject the Proposal.