

**SWIM CLUB OPERATIONS  
Marple Newtown Swim Club**

**REQUEST FOR PROPOSAL**

**RESPOND NO LATER THAN:**

**January 25, 2019**

I. GENERAL INFORMATION

A. Purpose

The Township of Marple seeks proposals for a qualified individual or corporation (herein referred to as contractor) to operate the Marple Newtown Swim Club, 2705 Sunset Blvd, Broomall, PA 19008. The Contractor shall lease the property and be solely responsible for complete facility operations, including but not limited to club management, membership/marketing, facility maintenance and repairs, snack bar operations, pool supervision and safety.

B. Proposal Submission

1. **Three (3) printed copies and one (1) electronic copy of the proposal must be submitted no later than 4:00 PM on January 25, 2019.**
2. Mail or hand deliver to: Township of Marple  
Office of the Township Manager  
227 South Sproul Road  
Broomall, PA 19008
3. Envelope(s) must be marked prominently on the outside bottom left corner: "RFP 2019 – Marple Newtown Swim Club Operation".
4. Proposals with original signatures must be mailed or hand delivered. No faxed proposals will be accepted.
5. Proposals will be handled confidentially by the Township of Marple during the pre-award process.
6. Proposals shall be binding for a period of sixty (60) days from the due date for submission.
7. Terms offered in proposals will be firm and not subject to change during the term of the contractual agreement arising between the Township of Marple and the successful proposer as a result of this Request for Proposals (RFP).
8. The Township of Marple will not be responsible for any expenses incurred by a proposer in connection with this procurement.
9. Proposals submitted must be written in ink or typewritten on company letterhead and signed by an authorized representative of the company. Unsigned proposals will not be accepted. No proposal may be considered if received after the time shown in Section I.B.1.

Contractors are expected to examine all instructions, specifications, drawings, sites and installations. Failure to do so will be at the contractor's risk. Erasures or other changes must be initialed by the person signing the proposal.

10. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Township of Marple upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Township of Marple or had failed to perform faithfully any previous contract with the Township of Marple.
11. The Township of Marple reserves the right to reject any and all proposals, to request additional information from any proposer and to waive informalities, minor irregularities in offers received or submission provisions when determined to be in the best interest of the Township.
12. The Township of Marple reserves the right to negotiate with proposers to establish variations from the original proposal(s), including proposed cost, which may be in the best interest of the Township of Marple.

C. QUESTIONS

Any questions regarding this Request for Proposal should be directed in writing or via email to Anthony T. Hamaday, Township Manager at [ahamaday@marpletwp.com](mailto:ahamaday@marpletwp.com) by 12:00 PM, January 18, 2019. Inquiries received after that date will not receive responses.

D. SITE VISIT

**The facility is being offered in As-is condition.**

All persons submitting a proposal **MUST** visit the site to familiarize themselves with the facility. Questions posed will be answered through an addendum to this Request for Proposal. To schedule a site visit please contact the Township Manager at 610-356-4040.

E. Definition

Wherever the word "Contractor" or "Contract Documents" is used, it shall mean and include this contract, advertisement for Request for Proposals, information for proposers, proposal, contract provisions, specifications, plans, agreement, bond and addenda.

F. Authority

The Board of Commissioners, through the Township Manager, have the sole responsibility and authority for negotiating, placing and, when necessary, modifying each and every Request for Proposals, purchase order or other award issued by the Township of Marple. In the discharge of these responsibilities, the Township Manager may be assisted by assigned employees. No other Township of Marple Official or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the Township of Marple for indebtedness. Any purchases contrary to these provisions and authorities shall be void and the Township of Marple shall not be bound thereby.

G. Equal Opportunity

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Contractor will take affirmative action to ensure that applications are employed without regard to race, color, religion, sex, age, handicap, or national origin. Contractors will take steps to insure employees are treated during employment without regard to race, color, religion, sex, age, handicap or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

H. Indemnification

1. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he/she shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor.
2. The Contractor shall alone be liable and responsible for, and shall pay any and all loss or damage sustained by any person or party either during the performance of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
3. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the

premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he/she shall assume the defense of and indemnify and hold harmless the Township of Marple, its officers and agents, and employees from and against any and all claims, demands, actions, suits and proceedings by others and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of the Contractor in his/her performance of this contract.

I. Insurance

1. The Contractor, prior to commencing work, shall provide at his/her own expense, the following insurance to the Township of Marple, evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation of the policies, to the Township Manager. Such insurance shall be maintained in full force and effect until completion of services.

Coverage shall be obtained from insurance carriers authorized to transact that class of business in the commonwealth of Pennsylvania, having an A.M. best rating of A-VII or better.

- 1.1 Workers' Compensation including Occupational Disease and Employer's Liability Insurance.
  - a. Statutory - Amounts and coverage as required by Pennsylvania Workmen's Compensation and Occupational Disease Laws.
  - b. Employer's Liability - coverage shall be provided at limits acceptable to the Township of Marple's Risk Manager.

1.2 Liability

The Contractor shall maintain a Commercial General Liability Insurance policy using an occurrence form of coverage. (Use of a "claims-made" form will require an additional coverage provision.) Such coverage shall include no exclusions for food-borne illness. The standard ISO exclusion for property of others in the insured's care, custody and control shall be deleted, or in the alternative, Legal Liability property coverage shall be provided at limits acceptable to the Township of Marple's Risk Manager.

Required coverage forms include:

- a. Comprehensive Bodily Injury and Property Damage;
- b. Premises - Operations;
- c. Products - Completed Operations;
- d. Contractual; and
- e. Independent Contractor and Subcontractor.
- f. Personal and Advertising Injury.

The General Liability policy shall be provided at limits acceptable to the Township of Marple's Risk Manager.

1.3 Automobile liability coverage shall be provided at limits acceptable to the Township of Marple's Risk Manager. This insurance shall include bodily injury and property damage for the following coverage:

- a. owned
- b. non-owned
- c. hired/leased vehicles

1.4 Umbrella/Excess Liability with minimum per occurrence shall be provided at limits acceptable to the Township of Marple's Risk Manager.

1.5 Business interruption insurance naming the Township as co-insured is available. For each year of any agreement or contract, the Contractor shall maintain business interruption insurance providing a benefit payment equal the actual loss sustained.

2. All policies shall name the Township of Marple, its officers, agents, and employees as additional insured. This coverage shall be reflected on the Certificates of Insurance.

3. All policies shall provide a Waiver of Subrogation in favor of the Township of Marple.

4. The insurance coverage's and limits required herein are designed to meet the minimum requirements of the Township of Marple. They are not designed as a recommended insurance program for the

Contractor or its subcontractors. Meeting these minimum requirements shall in no way limit or relieve the Contractor's liability and obligations under any other provision of the contract or lease agreement

J. Subcontractors/Assignment

No portion of the work shall be sublet or assigned without the approval of the Township of Marple and no Subcontractor shall be employed unless, in the opinion of the Department of Community Development, he/she is reliable, responsible and competent to do the work in accordance with the plans and specifications. The names of all Subcontractors proposed to be used shall be submitted in writing to the Township Manager for approval before such work is started. Contractor may not award more than fifty (50) percent of the work unless approved in writing by the Township of Marple

K. Termination

In case of default by the Contractor, the Township of Marple may terminate the contract and procure the services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. If the Contractor is adjudged a bankrupt, or if he/she makes a general assignment for the benefit of his/her creditors, or if a receiver is appointed on account of his insolvency, or if he/she persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he/she fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violation of a provision of the contract documents, then the Township of Marple may, without prejudice to any right or remedy and after giving the Contractor and his/her surety, if any, seven days written notice, terminate the contract of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he/she may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

If the Contractor shall breach any of the terms of the contract or regulations adopted by the Township of Marple and fails to correct the conditions within ten (10) days, the Township of Marple may terminate the contract upon written notice.

L. Contractor Treatment of Public

Contractor shall use its best efforts to ensure that its work force is courteous to members of the public encountered during work under this contract. In the event of violation of this provision, the Township of Marple shall in its discretion have the right to require the Contractor to remedy the problem and prevent future violations by disciplining the offending employee or employees up to and including removing the employee from work under this contract and to withhold payment under this contract until such employee or employees have been removed.

M. Observance of Laws

The Contractor at all times shall observe and comply with all Federal, State and Township of Marple laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the Project, as well as all order to decrees which have been promulgated and enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract. The Contractor shall be responsible for, shall register and obtain all licenses or permits that may be required in the execution of the contract, unless otherwise specified therein, including Business Tax Licenses. No contractor may commence work until such licenses or permits have been acquired by the contractor. Any applicable Township of Marple permit fees will be waived for this contract. All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or Local Safety or Environmental Codes.

N. Bonds

The Contractor shall provide and pay for a Performance Bond in the amount of One Hundred Thousand Dollars (\$100,000) to remain in effect for the life of the contract. Said bond shall cover the operations of the facility, theft of funds and receipts received by the Contractor in the operation of the facility. The bond shall name the Township as a co-payee and may be used by the Contractor to secure his or her obligations under any other independent Agreement with the Township

O. Contractor Liability

Each contractor is required to be in compliance with the Township of Marple local tax requirements. Accordingly, each contractor shall register for and obtain a business privilege/mercantile tax license, prior to the award of this contract. Each contractor shall submit to the office of the Township Manager prior along with a proposal, a contractor's statement dated not earlier than January first (1st) of the current year certifying that the contractor has met all of its Township of Marple local tax requirements, if applicable. Failure to have a current contractor's statement on file in the office of the Township



Manager at the time of proposal submission may be cause for the rejection of the contractor's proposal.

P. Examination of Plans, Site and Transportation

Contractors are required to submit their proposals upon the following conditions:

The facility is being offered in As-is condition. The contractor MUST make a personal examination of the site in order to acquaint himself with the conditions under which he will be obligated to work.

The contractor shall make all the investigations necessary to inform him thoroughly regarding the facility for the delivery of materials and equipment as may be required for operation.

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all the requirements of the proposal, or will be accepted as a basis for any claims whatsoever for extra compensation.

II. BACKGROUND

The Township of Marple owns a 12+ Acre Swim Club Facility located at 2705 Sunset Blvd, Broomall, PA. The Club has been in existence since the early 1950's. Over the past 2 years, the Swim Club has averaged approximately 180 Memberships (Bond Holders/Annual). The Club consists of:

- 3 pools: a lap pool, a family pool with diving boards and a slide, and a toddler pool
- Large sun decks
- Basketball courts
- Shuffleboard
- Swings and Playground
- Locker Rooms/Showers
- Snack Bar /covered patio
- Landscaped lawns/shaded areas
- Large parking lot

The Club's website is: [marpleneatownswimclub.org](http://marpleneatownswimclub.org)

### III. QUALIFICATIONS

- A. Contractor must be eligible and qualified to operate a public/private swim club facility.
- B. Contractor must be actively engaged in the type of work or service called for in the proposal.
- C. Contractor must have five (5) years experience with any contract item listed in the proposal. Contractor shall provide to the Township of Marple, in writing, evidence of their experience and familiarity with the work specified, and the financial ability to prosecute properly the proposed work. The evidence requested, without being limited, should include the following;
  - 1. The contractor's performance record with listing of work of a similar character and proportions in swim club operations and provide names and phone numbers of current facilities, clients or operators who may be contacted as references.
  - 2. An itemized list of the contractor's equipment available for use on the proposed contract.
  - 3. Such additional information as will satisfy the Township of Marple that the Contractor is adequately prepared to fulfill the contract.
- D. The Contractor must have an established Training and in-service program with respect to pool management staff, lifeguards, snack bar staff and grounds management personnel. A copy of the training program must be included in the proposal.
- E. The Contractor shall provide a detailed pre-season, in-season and post season management/operation plan with the proposal.

### IV. SCOPE OF WORK

- A. The term of the initial lease shall be for between two (2) and five (5) years, as proposed by the Contractor, and with a renewal options equal to the initial lease term proposal. The Contractor shall notify the Township in writing by certified mail within 90 days of the end of the then current lease term, his or her desire to exercise the renewal renewal option. Additional renewal lease options may be considered by the Board of Commissioners subject to mutually agreed upon conditions or amendments to the initial or renewal lease agreement. The lease year is defined as January 1 through December 31.

- B. It shall be specifically understood and agreed that the resulting contract shall in no way be construed as creating an employer-employee relationship between the Township of Marple and the contractor or between the Township of Marple and those hired by the contractor on behalf of himself/herself and any of his/her employees waives any claims that may arise because of any alleged employer-employee relationship, including but not limited to such matters as pension rights, social security rights, insurance rights, etc. Contractor shall be responsible for provide payment for all employee wages, state, local and federal taxes, workers compensation and payroll service fees with respect to all persons working for contractor or in connection with contractor's operation at Paxon Hollow Country Club.

Contractor shall be responsible for the payment of any and all use and occupancy permits, taxes and/or fees levied by the State, Federal or local Municipality, including but not limited to State Departments of Labor and Industry and Heath approval and final certificate of occupancy, Marple Township use permit and final certificate of occupancy.

- C. The Contractor shall pay for all utilities including, fire and security alarm and fire insurance on the pool, grounds, clubhouse/Snack Bar, outbuildings, parking lot and their contents. The contractor shall also be responsible for all electric costs associated with operating the facility including the exterior parking lots, entrance drive and signage. The Contractor shall also be responsible for all repairs and maintenance to all interior fixtures, interior and exterior doors & windows, wall and floor coverings, decorative trim and moldings, equipment including but not limited to cooking and beverage dispensing equipment, plumbing fixtures, snack bar, exterior seating and tables, pools, pool decks and pool equipment and exterior areas within the fenced facility . The Township shall be responsible for all repairs and maintenance to the building structure, sewage system (unless obstructed by grease or food scraps, in which the repairs are the responsibility of the Contractor), parking lot and roof system, to the extent that the repairs are not caused by acts of the Contractor, Contractor's employees, hired contractors/vendors or third party clients or the Contractor's patrons. The Contractor shall be responsible for the routine cleaning of the building exterior and patio areas as directed by the Township.
- D. Maintenance of the clubhouse facility, including heat and air conditioning and the alarm system shall be the responsibility of the Contractor.
- E. The Contractor shall provide equipment (including furniture) and staff to operate the pool. Maintenance of said equipment will be the responsibility of the contractor. The Township of Marple shall approve any equipment changes made during the contract period.

- F. Hours of operation shall be at the discretion of the Contractor but it is expected that at a minimum the club will operate from Memorial Day to Labor Day.
- G. The snack bar/bar area (including seating area and outside patio) shall be staffed with a minimum of one attendant at the snack bar.
- H. The contractor shall supply uniforms for all workers identifying them as their employees.
- I. The snack bar operation shall at all times conform to all rules and regulations issued by the Township of Marple's Department of Health as well as any other agency regulating such establishments. All licenses shall be secured and paid for by the Contractor.
- J. The Contractor shall have the discretion with the snack bar food and beverage selections.
- K. All facilities used by the Contractor shall be subject to inspection and approval by the Township of Marple.

L. Alcoholic Beverages

Alcoholic beverages are prohibited at the facility

- M. Contractor must promptly pay all taxes and license fees as required by any agency regulating the facility operation.
- N. The Contractor shall provide and pay for the legal collection and disposal of all trash, garbage and refuse generated by the banquet room, bar and snack bar operations. The Contractor shall also be required to establish a recycling program in accordance with the provisions of the Marple Township Solid Waste and Recycling ordinance. The recycling materials will be collected by the Township at no cost to the Contractor.

O. Serving of Food

Contractor agrees to maintain a daily snack bar menu.

Contractor agrees to display to the public, the prices of all items offered for sale.

Contractor may place vending machines or amusement device on the premises with approval from the Township Manager. Approved machines must be placed in accordance with the Township's permitting regulations.

P. Rent

1. The contractor is requested to detail the annual rent and subsequent annual increases he/she is willing to pay during the life of the contract for the facility.
2. In addition to the annual rent, the Contractor may at his or her discretion in order to strengthen their proposal, detail any proposed annual revenue share that they would be willing to pay the Township on gross receipts at the facility.

Q. Improvements/Changes

Contractor is requested to explain what amenities will be added or improvements to be made to the facilities on the proposal page. Preference shall be given to Contractor willing to improve, renovate or propose opportunities to establish new uses or revenue streams at the facility.

R. Township of Marple Approval

The plans and specifications for any construction, repair, renovation or modification of buildings, in such details as may be required by the Township of Marple, shall be submitted to the Township of Marple for its approval prior to commencement of any work and all such work shall be in accordance with such approved plans.

S. Furnishing Statement of Gross Income

The Contractor shall also submit to the Township of Marple, audited financial statements signed by Contractor and certified by a certified public accountant, showing in detail the amount of gross income of the preceding year on or before March 31<sup>st</sup> of the subsequent lease year.

T. Recordkeeping

The Board of Commissioners shall require, only as part of any revenue sharing option offered by the contractor, that all sales shall be recorded by means of a computerized/point of sale system approved by the Township. System records shall be available to the Township of Marple for audit purposes at any given time.

The Contractor shall maintain permanent bookkeeping and accounting records, audited by a certified public accountant on an annual basis, subject

when and if requested by the Township of Marple, to audit at any time. For the purpose of such audit, the Township of Marple through its proper officers or designated agents shall have the right to go on the premises at any time, with reasonable notice.

U. Brand Identity

The Contractor shall not have the exclusive right to utilize the Brand Name “Marple Newtown Swim Club” including the MNSC LOGO and may only utilize and reference the name and Logo on any promotional, marketing, business material, etc., upon approval of the Board of Commissioners. Should the Contractor create a website or utilize social media for information and marketing for the facility, the website and media pages must indicate that the site is independently operated by the Contractor. The Township website and social media pages will also provide a link to the Contractors web and social media sites.

V. Award Criteria

The Township of Marple will award based on the total compensation package proposed and improvements or opportunities offered to the Township in the submitted proposal.

The award will be made to the responsible proposer whose proposal will be most advantageous to the Township of Marple, price and other factors considered, such as:

- A. rent to be paid;
- B. revenue share percentage (if offered by the Contractor)
- C. improvements/amenities to be made to/offered in the facility; quality of the proposed improvements to be performed by the lessee and the extent to which they fit the desires of the Township; How well the applicant demonstrates that the proposed improvements are specific and relevant to the facility operations, achievable and are beneficial to the facility in both the short and long term.
- F opportunities proposed to establish new uses and revenue streams at the facility.
- G. contractor's qualifications, personnel and organizational strengths, achievements and relevant experience.
- H. The quality of the proposal itself, including the use of realistic

operational and financial assumptions

- I. The ability of the applicant to perform the contract promptly or within the specified time without delay or interference
- J. The quality of performance of previous contracts or similar operations, including the results of reference inquiries
- K. The previous and existing compliance by the applicant with laws, ordinances, rules and regulations of this and other municipalities and governmental entities
- L. The demonstrated and proven financial resources of the applicant and the demonstrated ability of the applicant to perform the contract and follow through with the operation of the facility and the completion of any proposed improvements to the facility
- M. The evaluation of references as they relate to the applicants ability to fulfill the requirements of any lease agreements

The Township reserves the right to negotiate mutually agreeable changes in any proposal and the right to reject any and all proposals and is not obligated to accept the highest responsible proposal.

x. Proposal Submission Requirements

The base proposal shall consist of and incorporate all necessary provisions of this RFP and shall include but not be limited to the following:

- 1. A description of the lessee's understanding of what is to be leased, lease term, and commencement date.
- 2. A complete description of any proposed capital improvements to be made to the facility by the lessee along with an estimate of their cost and timeline for completion which shall include the design, township approval, and construction phases.
- 3. A brief narrative describing how the construction schedule of any proposed improvements to the facility(ies) will accommodate the normal

busy seasons of the facility.

4. A description of the proposed lease rental fee for the original term and any option periods
5. Financial projections for the proposed operations for the initial term of the lease.
6. A description of how the facility will be managed and by whom (organizational/management structure).
7. Details of all similar facilities operated by the lessee and a list of references.
8. A description of proposed opportunities to utilize the property for additional uses, revenue streams, etc., and an outlined of any Contractor/Township partnership.