



**The City of York  
Pennsylvania**

Honorable Michael R. Helfrich, Mayor

**ICE RINK MANAGEMENT  
REQUEST FOR PROPOSAL**

**Responses due by  
July 06, 2018**

**Issued  
June 14, 2018**

**Request for Proposal:  
Ice Rink Management  
*City of York, Pennsylvania***

The City of York, Pennsylvania invites interested parties, to submit proposals to provide Management Services to the City of York consistent with the specifications described herein.

This Request for Proposal (RFP) is intended to provide qualified and interested parties with sufficient information to guide them through the development of their proposals to submit for consideration by the City of York for ice arena management.

Terms used, and conditions imposed in this RFP are not intended to imply or denote a particular vendor nor are they to be construed as restrictive in any way.

While the City's preference is to select one management company to provide all primary management services, the overriding goal is to select a proposal that provides the best combination of services, programming and profits. The City reserves the right to reject any and all proposals.

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## **SECTION I – INTRODUCTION**

### **The City of York**

The City of York is a City of the 3<sup>rd</sup> Class organized under Pennsylvania's 3<sup>rd</sup> Class City Optional Charter Law. The City is 5.2 square miles and, according to the 2016 Census, is inhabited by 43,859 residents.

The City is governed by a Mayor / Council Form of government with the Mayor being elected to four-year terms and the Council Members being elected at large to four-year staggered terms. The Government includes an elected Treasurer and Controller also elected to four-year terms. A five-member cabinet is appointed by the Mayor, with the consent of City Council, and includes the Business Administrator, the Director of Economic and Community Development, the Director of Public Works, the Police Chief and the Chief of Fire and Rescue Services.

The City employs 334 full-time and 25 part-time employees. The workforce consists of five unions: The Fraternal Order of Police (FOP); the International Association of Fire Fighters (IAFF); the York Public Employees Association (YPEA); the Teamsters Union (TEAM) and the International Brotherhood of Electrical Workers (IBEW). The elected, appointed, professional, supervisory and managerial employees are not represented by a labor union.

The City provides a broad array of public services including police, a paid fire department, public works, refuse collection, sanitary sewer, housing services, and various regulatory activities. The City receives revenue from both the state and federal government, as well as revenue from taxes, fees, and penalties.

### **Ice Arena Description**

The York Ice Arena opened in September of 2001. The Memorial Park Ice Rink had provided public skating, figure skating and hockey programs for the York community in the years before the new complex was built. As local and national interest in ice sports began to grow, the demand for ice time increased. York County also saw a significant expansion in high school hockey. The existing ice rink was incapable of handling the surge and it became apparent that a larger facility would be necessary to accommodate the increased interest.

The organizations who depend on the ice came together to discuss the available options with the City of York. Ultimately a non-profit was created to build a new complex and York City Recreation Corporation (YCRC) managed the early years of the new facility.

### **Schedule of Events**

The schedule that follows has been developed to provide adequate time for vendors to prepare proposals and for the City to fully consider the numerous factors that impact its decision. The schedule will be strictly followed.

<u>Timeline Item</u>	<u>Date</u>
• Issue Request for Proposal	June 14, 2018
• Last Day for Vendor Questions	June 27, 2018
• City’s Response to All Questions	June 29, 2018
• Submission of Proposals	July 6, 2018
• Proposal Review	Week of July 9, 2018
• Selection of Finalists	Week of July 16, 2018
• Finalists Interviews (if necessary)	Week of July 23, 2018
• Selection by City of York	Week of July 30, 2018
• Contract Signing	TBA

**Length of Contract**

The term of the contract will be for three (3) years with an option to renew for three (3) additional one-year periods. After the initial three (3) year term, fees may be adjusted for the additional terms with the consent of both parties. .

Either party may terminate the contract with sixty (60) days written notice. Should the management company terminate the contract before the expiration of the initial three-year term, the terminating management company will be responsible for any and all costs the City bears in finding a new management company for the York Ice Arena.

**Selection Criteria**

Any proposal determined to be non-responsive to any of the minimum evaluation criteria of this RFP may be disqualified. The City may determine that the non-responsiveness is not substantial and can be clarified. In such cases, the City may allow the vendor to make minor corrections and apply the changes in the evaluation.

The respondent must meet the minimum requirements set forth in this RFP; provide the requested financial information to determine its financial strength; can supply an appropriate level of service for the scope of services described herein.

The City’s review committee will evaluate all proposals. Proposals will be evaluated using the criteria outlined below:

- Experience
- Plan
- Ability to Provide Programming Efficiently and Effectively
- Record/Book Keeping
- Article 136 (12%): Local and Disadvantaged Business Enterprise Program – In evaluating bids and proposals, agencies shall award preferences in the form of points (in the case of proposals) or a percentage reduction in price (in the case of bids) as follows:
  - Eight points of a possible 100, eight percent (8%), for local business enterprises.

- Two points of a possible 100, two percent (2%), for businesses located in enterprise zones.
- Four points of a possible 100, four percent (4%), for a small business enterprise as defined herein.
- However, in no event shall any bidder receive greater than twelve points of a possible 100, twelve percent (12%), preference.

### **Evaluation Process**

The City of York will systematically review and evaluate your firm's proposal. The City reserves the right to select, or not select, a broker for any reason.

### **Submission Effort**

- a. **Date of Submission:** Responses to the RFP received after the designated date will not be considered.
- b. **Proposal Acceptance:** The City of York reserves the right to accept or reject any proposals made to it in response to this RFP whether in whole or in part. The City makes no guarantee whatsoever implied or otherwise that it will contract or agree to contract with any party as a result of this RFP.
- c. **Cancellation of the RFP:** The City of York reserves the right, in its sole discretion, to cancel this RFP at any time prior to the execution of a written agreement with the successful respondent.

Proposals may be withdrawn by written notice received by the City's Business Administrator any time prior to the time specified for receipt of proposals.

Prior to final selection, vendors may be required to submit additional information that the City deems necessary to determine the vendor's qualifications.

Using the criteria contained in the RFP, the City will select the vendor with whom it wishes to enter into contract negotiations. The selected vendor may or may not be the vendor providing the least expensive proposal.

The successful vendor will be considered as the prime contractor and will be required to assume total responsibility for rink management services as described in this RFP. The City will consider the successful vendor to be the sole point of contact about all contractual matters, including performance or service unless otherwise stated.

By submission of an RFP, the vendor agrees and acknowledges that the organization and all its officers and representatives are entirely independent of all operations of the City of York, that they have no oversight or influence of the City's financial operations, and that the organization is currently conducting no business or other transactions with the City or its officers and representatives that may conflict with the services described in this submission.

## **Terms and Conditions**

Be aware that this is not a competitive bid situation; therefore, it is not required to be conducted in accordance with the laws governing competitive bidding requirements.

The terms and conditions of this proposal process are as follows:

1. The City reserves the right to reject any or all proposals/bids received in response to the RFP;
2. The City may waive any irregularities or informalities and select the best proposal/bid in the opinion of the City;
3. The City may render the bid invalid due to unauthorized modifications of bid specification forms or terms.

The Contract term will be three (3) years, with an option to renew for three (3) additional one-year periods at the discretion of the City.

## **SECTION II – PROPOSAL INSTRUCTIONS**

### **RFP Questions and Main Contact**

Questions should be emailed to Chaz Green at [cgreen@yorkcity.org](mailto:cgreen@yorkcity.org). All inquiries must be received no later than June 29, 2018. Questions which have been received will be combined into one list of questions and responses and sent to all vendors who have received the RFP document. All questions submitted must reference the specific section and page number(s) of the RFP. Additionally, the management company must identify the name of their company or organization on the question sheet.

### **Submission of Proposal**

Submissions must be by either of the following two methods:

1. Hardcopies in a sealed package containing proposals.

**(Vendor Name)**  
**Proposal for Ice Rin Management - RFP#**  
**For the City of York, PA**

The original and five copies of the proposal must be delivered no later than 3:00 pm on July 6, 2018:

India Banks  
Office of Business Administration  
101 South George Street  
P. O. Box 509  
York PA, 17405

2. One USB in Microsoft Word format in a sealed package with one hard copy of required proposal.

The City of York is not responsible for costs incurred to vendors in to the RFP or the proposal process.

## APPENDIX A: FORMS



## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_

(Owner, Partner, Officer, Representative or Agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of York or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of York, which the Bidder will be required to perform.

I state that \_\_\_\_\_ understands

(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of York in awarding the Contract(s) for which this Bid is submitted. I understand, and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of York of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS  
TO THE CITY OF YORK**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of York (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

**Name of Provider**

\_\_\_\_\_

By:

\_\_\_\_\_

**Authorized Signatory**

Title:

\_\_\_\_\_

**President or Vice President**

Attest:

\_\_\_\_\_

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

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BIDDER

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TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF YORK, dated \_\_\_\_\_, 20 \_\_, providing for the \_\_\_\_\_  
\_\_\_\_\_ City of York, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, \_\_\_\_\_, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said \_\_\_\_\_ by the City of York, receipt whereof is hereby acknowledged, the said \_\_\_\_\_ agrees to indemnify and save harmless the CITY OF YORK, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

(Title)

STIPULATION AGAINST LIENS

WHEREAS, \_\_\_\_\_, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:

\_\_\_\_\_  
\_\_\_\_\_

as set forth in the CONTRACT DOCUMENTS as prepared by the City of York.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the York County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_ .

(SEAL)

\_\_\_\_\_

(CITY OF YORK)

ATTEST:

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

(CONTRACTOR)

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_