

**REQUEST FOR PROPOSAL FOR
CONCESSION SERVICES AT THE VERNER ARENA**

RFP No.

2022-021

Proposal Closing: 2 p.m.(local time) September 15, 2022

Joie de vivre



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West Nipissing Quest

MUNICIPALITY OF WEST NIPISSING
RFP Concession
Services 2022

SECTION 1.0
INSTRUCTION TO BIDDERS

REQUEST FOR PROPOSALS

The Municipality of West Nipissing is seeking proposals from individuals or organizations to provide concessions services at the Verner Arena for the 2022-23 season.

Owner: Municipality of West Nipissing

101-225, Holditch Street
Sturgeon Falls, ON P2B 1T1
Phone: 705-753-2250
Fax: 705-753-3950



BID SUBMISSION

- 1.0) Proponents are to submit two (2) copies of their proposals.
- 1.1) Proposals must be returned in a sealed envelope clearly marked “Concession Services for the Verner Arena” complete with proponent’s name and proposal reference number to Marc Ayotte, Facilities Manager, Municipality of West Nipissing, 101-225 Holditch Street, Sturgeon Falls, Ontario P2B 1T1, before 2 p.m. (local time) on September 15, 2022 (the “Official Closing Time”).
- 1.2) Proposals will be deemed to have been received when a Municipality representative has stamped the envelope with the time and date of receipt with the time clock located at the Services counter. The time clock located at the services counter is the official timepiece. Proposals not received at the Services counter will not be considered.
- 1.3) Proposals submitted by facsimile or electronically will not be considered.
- 1.4) All pages contained in the request for proposal form an integral part of this process.
- 1.5) The lowest or any proposal will not necessarily be accepted. The owner may decide, at its sole discretion, that no proposal submitted will be accepted and no contract will be awarded pursuant to this procurement process. If the owner elects to reject all proposals, all proponents will be notified and the owner will not be liable to any bidder in preparing the proposal, damages, loss of anticipated profit in connection with the work, or any matter whatsoever.
- 1.6) Proponents are advised that the Municipality functions through its Policy No. 2006-332 “Validity of Tenders” and by its By-Law No 2016-89 (including the most current amendments), “By-law to Establish Purchasing Policies and Procedures for the Municipality of West Nipissing” (Purchasing By-Law).
- 1.7) Proponents are required to check the Municipality of West Nipissing website for addenda issued before the closing date and time. If the contract administrator determines that an amendment is required to the bid documents, the contract administrator will prepare an addenda and post it to the Municipality of West Nipissing website.
- 1.8) Partial or incomplete proposals will not be considered.

QUESTIONS AND CLARIFICATIONS

- 2.0) Enquiries, request for explanation, interpretations or clarifications must be submitted by email to mayotte@westnipissing.ca and sfurchner@westnipissing.ca. Only those inquiries submitted by email will be considered. Emails submitted must include the bid title and bid reference number.
- 2.1) Enquiries will be received up to noon local time on September 14, 2022. Enquiries received after the date and time noted will not receive a response.

PROPOSAL OPENING

- 3.0) Proposals will be opened privately.



ADJUSTMENT OR WITHDRAWAL OF BIDS

- 4.0) Adjustment by telephone, facsimile or letter for a proposal already received will not be considered. A proponent desiring to make adjustment to a bid must withdraw the submission and/or supersede it with another offer.

RESPONSE MATERIAL OWNERSHIP

- 5.0) All material submitted regarding this RFP becomes the property of the Municipality and will only be returned to the Proponent at the Municipality's discretion. Disqualification of a Proponent does not eliminate this right.

ACCEPTANCE OF PROPOSAL CONTENT

- 6.0) The contents of the proposal of the successful Proponent may become contractual obligations if the Municipality wishes to execute a contract based on the submitted proposal. Failure of the successful Proponent to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Proponent may be removed from future solicitations.

GENERAL

- 1.0) The Municipality of West Nipissing is seeking a Concessionaire to operate the following location
 - i) Verner Arena

- 1.1) The objective of this contract is to select a Concession Operator that will
 - i) Enter into an agreement with the Municipality for the location bid on
 - ii) At the Concessionaire's cost, carry out implementation of Tenant Improvements, if applicable, for the concession operations at the locations listed
 - iii) Operate the Food and Beverage concession at the location for a term identified under Period of Contract
 - iv) Provide menus and pricing with quality food and beverage choices

- 1.2) The Concessionaire will agree to maintain a high level of customer service and will train all employees in the importance of good customer relations.

PERIOD OF CONTRACT

- 2.0) The contract will be for a period of up to three (3) full arena seasons. The municipality reserves the decision to renew the contract for year 2 and 3 based on performance criteria/ review of operations.
- 2.1) Specific start and end dates for each arena will vary based on demand for ice and operational needs. Arena open and closing dates will be determined by the municipality by the end June each year. In general, end of September/early October to late March.

SEASONAL HOURS OF OPERATION

- 3.0) Each proponent is required to provide its proposed hours of operation.
- 3.1) Following the successful award of concession locations, the Facilities Manager shall work with the successful proponent to finalize hours of operation according to ice schedules and special events. Once hours of operation per facility are determined, the Concessionaire will be obligated to honour those hours of operation, unless a change is mutually agreed upon with the Director.
- 3.2) The Concessionaire must operate the canteen during tournaments and special events.

EQUIPMENT

- 4.0) A list of equipment owned by the Municipality West Nipissing is provided in Schedule A. The equipment can be used by the Concessionaire and must be returned in good condition to the Municipality of West Nipissing upon termination of the contract.
- 4.1) Under no circumstances is the existing equipment to be removed from the premises.
- 4.2) All equipment being used by the Concessionaire must be maintained in good working condition. The Municipality of West Nipissing will NOT assume responsibility for any additional equipment which shall be acquired at the sole expense of the Concessionaire.
- 4.3) Any lost or broken equipment will be the responsibility of the Concessionaire to repair or replace at the expense of the Concessionaire.
- 4.4) Any repairs to the Municipality of West Nipissing owned equipment will be the responsibility of the Corporation for the Municipality of West Nipissing provided the damages have occurred as a result of regular use and there is no evidence of abuse or misuse

MAINTENANCE

- 5.0) All maintenance of the concession and storage areas are the responsibility of the Concessionaire. This includes all equipment repair and daily, weekly, monthly, and yearly maintenance items.
- 5.1) The Concessionaire shall at all times be responsible for maintaining a high housekeeping and sanitation level. This level is to exceed Public Health Standards. The Concessionaire will supply a schedule on all housekeeping procedures detailing daily, weekly and monthly duties. The

Municipality of West Nipissing reserves the right to amend these procedures. The Concessionaire is responsible for providing their own cleaning supplies, garbage bags, and removal of garbage.

- 5.2) Any alterations or renovations to the concession area by the Concessionaire are prohibited except with prior approval of the Facilities Manager.
- The Concessionaire shall be held responsible for any damage including fire as the result of their performance of the work described herein

HEALTH AND SAFETY

- 6.0) The Concessionaire will supply copies of all Food Establishment Inspection Reports, Food Handler Certificates and Compliance Inspection Certificate to the MWN.
- 6.1) The Concessionaire is to provide or arrange for provision of annual employee WHMIS training and First Aid/CPR Training for staff. The Concessionaire will accept full responsibility for all controlled products located in the concession area. The Concessionaire will provide the Municipality with copies of the same for their files
- 6.2) The Concessionaire must adhere to all safety rules, regulations and labour codes in effect in all jurisdictions where the work is to be performed.

INSURANCE

- 7.0) The Concessionaire agrees to maintain comprehensive liability insurance covering all operations and liability assumed under the Contract. The Concessionaire agrees to have a limit of liability of not less than \$2,000,000 inclusive for any one occurrence and to add the Municipality as additionally insured.
- 7.1) The Concessionaire agrees to Indemnify and save harmless the Corporation of the Municipality of West Nipissing for any claim demand arising out of the performance by the Concessionaire of the Contract.
- 7.2) The successful Proponent(s) shall provide the Municipality of West Nipissing with a current WSIB Clearance certificate within ten (10) days of award. It is understood that WSIB coverage must be in place at all times for the duration of the Contract.

RESTRICTIONS

- 8.0) Concession advertising is limited to the space of the concession area and is subject to approval of the Director of Economic Development and Community Services.
- 8.1) The Concessionaire is to take all measures necessary to reduce, re-use and recycle in an effort to be environmentally conscious and to support an efficient and environmentally friendly community.
- 8.2) All front line staff members are to be properly attired in clothing appropriate to a family recreational environment.
- 8.3) The sale of alcohol and cigarettes is strictly prohibited at all facilities.
- 8.4) Other items not to be sold in the arenas include
 - i) Sunflower seeds
 - ii) Energy drinks

TERMINATION

- 9.0) The Municipality of West Nipissing may, upon expiration of ten days from the date of written notice to the concessionaire(s), terminate the Contract if
 - i) The Concessionaire fails to comply with any request, instruction or order of the Municipality of West Nipissing, or
 - ii) Fails to pay its account, or
 - iii) Fails to comply with or persistently disregards statues, regulations, by-laws or directives of relevant authorities related to the work, or
 - iv) Fails to execute the work with skill and diligence, or
 - v) Assigns or sublets the Contract or a portion thereof without the Municipality of West Nipissing's consent, or
 - vi) Refuses to correct deficiencies, or
 - vii) Is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, including hours of operation.
- 9.2) The Municipality of West Nipissing reserves the right to terminate the contract, in whole or in part, whenever the Municipality determines that such termination is in the best interest of the Municipality without showing cause, upon giving thirty day written notice to the Concessionaire
- 9.3) The Concessionaire agrees to turn over the premises free of garbage and all Municipality of West Nipissing owned equipment clean within five (5) business days of the termination of the contract at no additional cost to the Municipality of West Nipissing.

PROPOSAL SUBMISSION

- 10.0) All prices shall be in Canadian funds. All applicable taxes and fees, with the exception of HST, shall be included in the price.
- 10.1) In submitting a proposal, the Proponent must include
 - i) The Proponent's name, address, and telephone number.

- ii) Resume(s) and qualifications of key personnel
- iii) A brief outline of the Proponent, including prior related experience in work of a similar size and scope.
- iv) Proposed menu selection and proposed retail prices.
- v) Proposed hours of operation
- vi) Proposed monthly or weekly lease rate payable to the Municipality of West Nipissing

SELECTION

- 11.0) Proponents may be requested to clarify information provided in their submission.
- 11.1) Proponents, whose proposals have been selected for further evaluation, may be invited to attend an interview.
- 11.2) Proposals will be assessed based on the information provided at the time of submission as well as any additional information provided during subsequent meetings (as required) between the Municipality and the Proponent.
- 11.3) In making a proposal, the Proponent hereby certifies that they have reviewed this RFP and are familiar with all conditions contained therein
- 11.4) The selection of the concessionaire will be based upon
 - i) Qualifications and experience of key personnel (20 points)
 - ii) Menu selection (10 points)
 - iii) Retail prices (10 points)
 - iv) Approach to project (15 points)
 - v) Clarity of submission (10 points)
 - vi) Proposed lease rate (15 points)



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**SECTION 2.0
SCOPE OF WORK**

SCHEDULE A

Verner Canteen Equipment Inventory

- Cash Register
- Fryer
- Stand Up Freezer
- Freezer
- 1 Door Fridge /Cooler
- Toaster
- Microwave Moulinex
- Microwave Danby
- Hot Chocolate Machine
- Slush Machine
- Popcorn Machine
- Pizza Oven
- Coffee Machine