



## **The Municipality of Highlands East**

### **Request for Proposal**

**P-13-2019**

## Request for Proposal – P-13-2019

**To: The Municipality of Highlands East**

**For: Keith Tallman Memorial Arena: Concession Booth**

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

Name of Firm or Individual Submitting Proposal

\_\_\_\_\_  
Address of Firm or Individual Submitting Proposal

\_\_\_\_\_  
Phone Number of Firm or Individual Submitting Proposal

\_\_\_\_\_  
Email Address of Firm or Individual Submitting Proposal

\_\_\_\_\_  
Name and Position of Person authorized to sign

I/We, the undersigned, having carefully examined the Request for Proposal Specifications, and having read, understood, and accepted the General Conditions, Specifications supplied, for the sum of:

\_\_\_\_\_  
(in words)

\$ \_\_\_\_\_  
(in figures)

The estimated cost of concession booth operations: \$ \_\_\_\_\_

H.S.T. \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Proposals will be called, received, evaluated and processed in accordance with the Municipality's Purchasing and Procurement Procedures. Proposal Submission will close on **Friday, June 7<sup>th</sup>, 2019 at 1:00 PM**. Proposals are to be submitted on the prescribed Proposal Form and sealed in an envelope clearly marked as such and shall be received by Jim Alden, Property Supervisor at the following address:

The Municipality of Highlands East, Municipal Office  
2249 Loop Road, P.O. Box 295  
Wilberforce, ON K0L 3C0  
Attention: Jim Alden, Property Supervisor

Proposal documents will be opened **Friday, June 7<sup>th</sup>, 2019 after closing at 1:05 PM** at the Municipal Office.

If you have any questions regarding this proposal please contact Jim Alden, Property Supervisor at 705-455-7515 or at [jalden@highlandseast.ca](mailto:jalden@highlandseast.ca)

Site visits will be by appointment only. Please contact Jim Alden, Property Supervisor to book a date and time.

**Late Proposals Will Not Be Accepted**

**Lowest Or Any Proposal Not Necessarily Accepted**

Concession Booth operations is to commence on **Monday, September 23<sup>rd</sup>, 2019** and is to end **Sunday, April 12<sup>th</sup>, 2020**.

I/We hereby agree that notification of acceptance of this Proposal shall be in writing and may be sent by prepaid post or personal delivery. Notification of acceptance shall be deemed to be completed on the day such notice is mailed or delivered in person by the individual signing this Proposal Form or his/her designate.

Attached to this proposal is a certified cheque or alternative acceptable to the Municipality in the amount of \$ \_\_\_\_\_ being 10% of the proposal amount and made payable to the Municipality of Highlands East. I/We hereby acknowledge that the proceeds of this security shall, upon acceptance of this proposal, constitute a deposit which shall be forfeited to the Municipality if I/We fail to produce the proposed goods on or before the above noted dates.

Signed at \_\_\_\_\_ of \_\_\_\_\_ in the County/Region

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

\_\_\_\_\_  
Authorized Signature

Affix Corporate Seal

### **Purpose of the RFP**

The purpose of the Request for Proposal is to obtain proposals from interested parties to operate the Concession Booth located at the Keith Tallman Memorial Arena located at 2256 Loop Road, Wilberforce Ontario.

### **Proposed Hours Of Operation**

The Concession Booth must be open during the public use of the ice surface provided that the organizers of the public functions desire the concession booth to be open.

Proposed times of operation:

Monday to Wednesday	5:00 PM – 9:00 PM
Thursday Evenings	7:00 PM – 9:00 PM
Friday & Saturday	Subject to Bookings
Sunday	11:00 AM – 2:00 PM

If the operator chooses to open the canteen for a longer period of time than what is required above, this will be permitted, however the hours of operation must coincide with the hours of operation of the Keith Tallman Memorial Arena.

The hours of operation of the food concession booth are subject to change with a minimum of 48 hours' notice from the Municipality. This may occur due to hockey or private bookings of the facility.

### **Existing Equipment & Contracts**

There are several pieces of equipment that are presently located within the Canteen and the Arena that are required to remain due to existing arrangements. Other pieces of equipment owned by the Municipality will be permitted to be used and will remain in the Canteen unless the selected operator chooses not to use this equipment.

See below a list of the available equipment:

One Fridge	One Freezer	One heat lamp
One hot multi use machine that produces hot chocolate, cappuccinos and tea	One coffee machine with top warmer	One micro-wave oven with turntable

One double electric grill with two burners	One flat top electric grill	One electric four compartment deep fryer
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The Municipality agrees to repair or replace the above equipment should they fail to operate.

The Municipality agrees to provide the Concessionaire with:

- a) Heat, light and power
- b) Garbage pickup from exterior container
- c) Limited access to the building

The Concessionaire agrees to:

- a) Provide proof of coverage under Workplace Safety and Insurance Board and shall maintain this coverage throughout the length of the contract.
- b) Pay G.S.T., P.S.T. and H.S.T. and Payroll Deductions (if applicable)
- c) Be responsible for maintaining equipment in a clean workable condition.
- d) Be responsible for providing all concession supplies in the maintenance and operations of the concession booth.
- e) Maintain competitive food prices and quality with local restaurants.
- f) Be responsible for removal of garbage and recyclables.
- g) Provide the Municipality with a copy of successful completion of the Food Handler Training course for all employees who work without supervision.
- h) Provide sufficient staff to properly run the Concession for all major events and during regular Arena hours at their discretion.
- i) Provide no less than three healthy snacks/meals choices.
- j) Comply at its own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Federal, Provincial, Municipal and other authorities and shall obtain and pay for all necessary permits and licenses, for example business licenses and Food Handler Training.
- k) Ensure that all employees treat all members of the public, the Arena staff and each other with respect as this is a community facility and service.
- l) Agree to thoroughly clean the Concession before the employees leave at the end of each day.
- m) Repair and replace appliances and equipment that has been damaged through misuse or where routine maintenance has been neglected.
- n) Leave clean workable equipment at the termination of this Agreement.

## **Products**

The Municipality of Highlands East requires the selected operator of the canteen to provide at least 3 healthy options for snacks/meals to meet the needs of the users of the facility and to help eliminate childhood obesity and to promote healthy lifestyles.

The Municipality of Highlands East may have mouth guards, hockey tape and skate laces available for sale during and outside the canteen hours of operation. This is required so that no user is prevented from accessing the ice. The selected operator will also be permitted to sell similar products.

## **Municipal Access To Canteen**

The employees of the Municipality of Highlands East will be permitted to enter into the Canteen at any time during/outside of the Canteen's hours of operation for the purposes of maintenance or during an emergency only. If any maintenance is required, the Municipality will provide the Canteen operator 24 hrs notice prior to entering unless for emergencies, then notice will be give immediately after. This access will not permit the employees to remove any products owned by the selected operator.

## **Insurance**

The selected operator will be required to procure and maintain for the duration of the lease and until such time as the Clerk certifies that it is no longer necessary, a General Liability Insurance of not less than \$2,000,000.00 to indemnify and hold harmless the Corporation of the Municipality of Highlands East against any liability for property damage or personal injury including death which may arise from the Contractor's operations under this Contract.

## **Terms Of Lease**

The Municipality agrees to allow the Concessionaire full and normal use of the food concession booth; to operate same on a profitable basis to the mutual satisfaction of all the parties herein described, for a period of one season – **September 23<sup>rd</sup>, 2019 to April 12<sup>th</sup>, 2020.**

The Municipality reserves the right to offer a one season extension to the successful bidder.

## **Lease Rates**

The concessionaire agrees to pay to the Municipality of Highlands East, in post-dated cheques, in

accordance with the schedule outlined below:

<u>Date</u>	<u>Amount</u>
October 1, 2019	50%
January 1, 2020	50%

### **Value Added Services**

Respondents to this RFP may in the proposal describe any value added services that will be provided while operating the canteen. The Municipality will consider the proposed services when reviewing and evaluating the proposal.

### **Other**

Respondents may have some innovative ideas they wish to include in the proposal. As long as it does not intervene with any of the requirements of this RFP the Municipality is prepared to consider this. Be sure to specify whether any such innovation inclusion is an optional part of the proposal or is a required part of the proposal.

### **The Contractor Declares**

1. No person, firm, or corporation, other than the Contractor, has any interest in this Quote or in the proposed contract for which this Quote is made.
2. This Quote is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm, or person making a Quote for the same work and is in all respect fair and without collusion or fraud.
3. The Contractor will hold harmless the Municipality of Highlands East and will agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation under the *Occupational Health & Safety Act*.
4. The Contractor will perform work in accordance with all applicable Federal, Provincial and Municipal Laws, Codes, Standards, Regulations and Policies.

### **Legal**

1. Notwithstanding anything herein, if it is deemed most favourable in the interests of the Municipality of Highlands East then the Municipality reserves the following rights, to be exercised at its sole discretion, in order to select a submission that provides the greatest value based on quality, service and price:
  - a. To accept non-compliant submissions where such non-compliance relates purely to a matter of form, is of a trivial nature, or has no effect upon the relative standing of



- the submission;
- b. To accept corrections to a submission after the closing date for obvious clerical errors except those that would vary the bid price;
  - c. To reject any or all submissions;
  - d. To include externalities and full-life cycle costs in determining price;
  - e. To use its own estimates on time requirements or “cost plus” estimates in determining price;
  - f. To award by items, or part thereof, groups of items, or all items of the procurement’
  - g. To reject any submission based on one or more of the following factors: safety, financial stability of the Respondent, potential conflict of interest, the benefits of diversifying the Municipality’s sources of supply, reliability of a Respondent, and other commercially relevant considerations;
  - h. To issue, prior to the closing date, addenda for any part of the procurement process, including: guidelines, plans, specifications, scope of work, requirements, timelines, etc.;
  - i. To modify, extend, suspend, postpone or cancel any part of this procurement process or any subsequent processes without any liability to anyone;
  - j. In the event of an emergency or pending emergency, to cancel the procurement process and accept, at any time, the submission that best meets the needs of the Municipality given the emergency;
  - k. To contact any Respondent before, during and after this procurement process, including to clarify or gather additional information regarding their submission;
  - l. To reject any proposal that has an all-inclusive cost that is more than 40% below the average or more than 40% above the average prices submitted and evaluated.
2. Each Respondent is solely responsible for any and all costs associated with preparing and submitting its submission.
  3. In the event that two or more submissions are ranked as equal the Municipality shall have the right to break the tie in a manner it deems appropriate.
  4. All submissions become the property of the Municipality of Highlands East. Details of submissions may be disclosed after the evaluation process and therefore shall not be treated as confidential unless stated otherwise.
  5. The deposit of the second best evaluated submission shall be held by the Municipality until such time as a contract can be entered into with the Respondent that submitted the best evaluated submission.
  6. By submission of a clear and detailed written notice, the proponent may amend or withdraw its submission prior to the closing date and time. Upon closing time all submissions become irrevocable for 60 days from the closing time; a Respondent that

fails to comply with this shall forfeit their deposit and will be liable for damages.

7. A Respondent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the procurement process.
8. Respondents agree that they shall not pay and shall not enter into any agreements that require a fee to be paid to a third party for successfully obtaining a contract under this procurement process. Should such an event occur the Respondent agrees that the Municipality may choose, at its sole discretion, to not enter into a contract with the Respondent, cancel the contract with the Respondent without penalty if one has already been entered into, or have the Respondent pay to the Municipality an amount up to double the value of the fee paid to the third party.
9. If this procurement process is a “request for information” or “request for expression of interest” then this process does not give rise to any contractual rights or obligations.
10. The Municipality may restrict a Respondent from participating in future procurement processes if, at any time, they fail to follow any part of the procurement process.

**Note:** If the Proposal is submitted by or on behalf of a corporation it must be signed in the name of such corporation by a duly authorized officer and the seal of the corporation must be affixed. If the Proposal is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partner.

## **Instructions To Bidders**

### **1.1 Time Limit for Bidding**

- 1.1.1 Proposals will be received by the Municipal Property Supervisor at the Main Office in Wilberforce at the time and date designated for this RFP which shall be deemed to be the date of Closing of Proposal.
- 1.1.2 Late Proposals will not be accepted.

### **1.2 Form of Proposal**

- 1.2.1 All Proposals must be upon the Proposal form for the Contract and must be accompanied by a duly completed copy of the Schedule of Items and Prices.
- 1.2.2 All information required must be provided and the Proposal price must equal the total amount of the Schedule of Items and Prices.

### **1.3 Contract**

- 1.3.1 The party to whom this Contract is awarded will be required to execute the Contract Agreement within ten (10) days, not including Sunday or legal holidays, from the date of mailing of the notice from the Corporation of the Municipality of Highlands East to the

Contractor according to the address given by him, that the Contract is ready for signature.

#### **1.4 Unbalanced Quotes**

- 1.4.1 Each item in the Proposal Form shall be a reasonable price for such item. Under no circumstances will an unbalanced Proposal be considered. The Corporation of the Municipality of Highlands East shall be the only judge of such matters and should any Proposal be considered to be unbalanced, then same will be rejected by the Corporation of the Municipality of Highland East.

#### **1.5 Ability and Experience of Contractor**

- 1.5.1 It is not the purpose of the Corporation of the Municipality of Highlands East to award this Contract to any Contractor who does not furnish satisfactory evidence that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute and complete the Contract.

#### **1.6 Right to Accept or Reject Proposals**

- 1.6.1 The Corporation of the Municipality of Highlands East reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interest of the Corporation of the Municipality of Highlands East to do so.

#### **1.7 Informal Proposal**

- 1.7.1 Proposals that are incomplete, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

#### **1.8 Insurance**

- 1.8.1 The Contractor shall procure and maintain for the duration of the Contract and until such time as the Clerk certifies that it is no longer necessary, a general Liability Insurance of no less than \$2,000,000.00 to indemnify and hold harmless the Corporation of the Municipality of Highlands East against any liability for property damage or personal injury including death which may arise from the Contractor's operations under this Contract.
- 1.8.2 The Corporation of the Municipality of Highlands East must be shown as a co-insured party on the insurance policy and documents.

#### **1.9 Taxes**

- 1.9.1 The prices bid shall include all taxes where applicable but, for material on which the Municipality is exempt, the prices bid shall not include sales taxes and the Municipality will provide the Contractor with a certificate of end use.

#### **1.10 Evaluation**

- 1.10.1 The Council of the Municipality of Highlands East shall utilize the following scoring system in the evaluation of the Proposal documents:

	Maximum Score	Minimum Required Score
Terms & Conditions	15	8
Proposed Lease	25	15
Value Added Services	<u>10</u>	<u>5</u>
<b>Total</b>	<b>50</b>	<b>28</b>

### **1.11 Health and Safety Act Compliance**

- 1.11.1 The Contractor is to abide by the requirements of the Occupational Health and Safety Act and Regulations, and any other government regulations pertaining to the work to be carried out. In particular the Municipality requires the Contractor to furnish proof of training for WHMIS and a copy of their Health and Safety policy, as well as WSIB certification. These documents are to be provided upon successfully being awarded the proposal.
- 1.11.2 Should the contractor be in contravention of the above, all work on the project shall cease immediately and remain stopped until adequate corrective measures have been undertaken. The decision of the Property Supervisor shall be final in this regard, and the Contractor will immediately take whatever corrective measures necessary.

### **1.12 Reporting**

- 1.12.1 A Monthly Sales Report shall be submitted on a monthly basis to the Property Supervisor no later than the 10<sup>th</sup> day of the month following reporting month. This report shall include the following:
- a) A list of gross sales of each product
  - b) Total gross sales
  - c) Copy of the restocking reports