

**Request for Proposal
Concession Services at**

Nipawin Centennial/Jubilee Arena



Issue Date: March 11th, 2019

Closing Date: April 11th, 2019

SUBMIT PROPOSALS TO:

Attention: Chief Administrative Officer
Town of Nipawin Civic Offices
210 Second Avenue East
P.O. Box 2134
Nipawin, Saskatchewan S0E 1E0

E-mail: c.corrigan@nipawin.com
Phone: (306) 862-9866
Fax: (306) 862-3076

Request for Proposal
Lease of Seasonal Food Concession at Nipawin Centennial Arena

The Nipawin Centennial/Jubilee Arena (Town of Nipawin) is soliciting proposals from interested vendors with entrepreneurial spirit to provide concession services.

Please read the entire solicitation package and submit the offer in accordance with the instructions. The response documents, attachments and submissions, and the formal Lease Agreement, shall become obligations of, and integral to, the agreement.

Background and Facility Location:

The Centennial/Jubilee Arena is owned and operated by the urban municipality of Nipawin and is administrated by the Chief Administrative Officer. All legal and legislative matters and documentation of the Centennial/Jubilee facility are that of the municipality of Nipawin. In reference to the RFP, contract awarding is public knowledge including any contractual agreements

The Nipawin Centennial Arena is located at 510 2nd Avenue East. The Centennial Arena has played an important role in bringing our local and rural community together. The Arena hosts important, vibrant and family-oriented events such as:

- Minor Hockey Games and Tournaments
- Nipawin Junior "A" Hawks Games
- Tournament Fundraisers
- Skate Nipawin
- Many special events

These events attract hundreds of visitors from Nipawin and surrounding communities. The concession lease is responsible for providing food and beverages for our members and visitors throughout the ice season.

This Request for Proposals seeks parties who are **passionate about both food and customer service and have interest in the rental of the concession premises at the Nipawin Centennial/Jubilee Arena.** Parties must be experienced in the safe handling of food and possess the necessary licenses to prepare and serve food in the province of Saskatchewan.

1. INSTRUCTION TO VENDORS

a. SUBMISSION OF PROPOSAL:

- i. Sealed Proposals shall be mailed or delivered to:
Chief Administrative Officer
Town of Nipawin
P.O. Box 2134
Nipawin, Saskatchewan S0E 1E0

And will be received up to **4:00 pm on April 11th, 2019.**

- ii. Facsimile or e-mail proposals will be accepted providing all documents are received by the stipulated closing time and date. The Town of Nipawin will not be responsible for failure to receive facsimile or email proposals. Vendors are

responsible for ensuring facsimile transmissions and emails are received prior to the stipulated closing time.

iii. Target start up is August 25th, 2019, for the 2019-2020 ice season.

2. PROPOSAL NOTIFICATION, WITHDRAWAL AND ACCEPTANCE:

- a. Proposals will not be publicly opened.
- b. This RFP is subject to the Town of Nipawin's Purchasing Policy.
- c. A proposal may not be withdrawn within the proposal period after specific closing time and date.
- d. The lowest / highest or any proposal will not necessarily be accepted and the Town of Nipawin reserves the right to reject any and all proposals, and to waive any informality herein.
- e. No act of the Town of Nipawin other than a written acceptance signed by the Chief Administrative Officer shall constitute an acceptance of the Proposal. Such acceptance shall bind the successful Offeror to execute a Contract approved by the Town of Nipawin. The Proposal shall be open for acceptance for 30 days from the date of Proposal closing.

3. REJECTION OF PROPOSALS:

- a. The Town of Nipawin reserves the right to reject any or all proposals. Proposals that are incomplete, conditional, unbalanced or obscure, or which contain alterations, additions or erasures may be rejected.
- b. The Town of Nipawin has the right to waive any irregularity or insufficiency in any Proposal which is deemed most favourable to the interest of the Centennial/Jubilee Arena.

4. PROPOSAL EVALUATION, CONTRACT NEGOTIATIONS AND AWARD:

- a. Upon receipt of vendor proposals, there will be a screening process to ensure the vendor's compliance with all requirements of this proposal.
- b. Evaluation Criteria: This proposal shall be awarded based on the following criteria:
 - Experience of the Proponent
 - Business Plan
 - Proposal theme (character and mandate, etc.)
 - Menu / list of products (quality, healthy choices, uniqueness, price, etc.)
- c. All proposals shall be signed by the authorized signing officer (s) of the Offeror. Where the Offeror is a corporation, it must use the full legal name of the corporation. The Corporation may affix its corporate seal. In any case, the office(s) of the signing officer(s) must be clearly identified. All signatures must be witnessed.

5. INSPECTION AUTHORITY:

- a. The Town of Nipawin reserves the right to inspect the premise with notice agreed upon in the terms of the contract.

6. TERMINATION:

- a. In the event the Operator is bankrupt, displays gross misconduct including violation to the laws of Saskatchewan or fails to meet the obligations stipulated in the contract, the Town of Nipawin may by written notice immediately terminate the contract.

- b. Each party is subject to 90 days notice to terminate the agreement of the contract.

7. ASSIGNMENT:

- a. The Operator shall not sub-contract assign or transfer any rights or privileges contained in this agreement without first having the written consent of the Director of Parks & Recreation.

8. TERMS OF AGREEMENT:

- a. Five year agreement commencing August 1st, 2019 and proceeding until July 31st, 2024. Such agreement shall be for ice seasons only, that being approximately mid-August to end-April, dependant on the Nipawin Hawks Junior 'A' hockey season. The Town reserves the right to sublet the premises during the "off" seasons.
- b. The Operator will be responsible for obtaining a business license, payment of all appropriate taxes and provision of five million dollars (\$5,000,000) in liability insurance for self, and his/her staff. Proof of insurance coverage, and business license will be required at the time of execution of the contract.
- c. The successful Operator shall indemnify the Town of Nipawin against actions and claims by reason of negligence on the part of the Operator.
- d. The Town of Nipawin is seeking monthly rental compensation, which may or may not include an additional amount calculated as a percentage of gross sales.
- e. Utility costs including parking and support services are included in the rental compensation. Equipment, fixtures and other items are available to the Operator as part of the rental compensation. Terms of the agreement will indicate conditions on the usage.

9. ON-SITE VISIT

- a. The Offeror can contact the Parks & Arena Foreman at 306-862-8083 for the Nipawin Centennial/Jubilee Arena to request an onsite tour of the facility.

10. RFP RESPONSE

Response packages should include:

- a. Business history and reason why you are interested in rental of the Nipawin Centennial/Jubilee Arena.
- b. Suggested food plans.
- c. Experience of the Proponent
- d. Menu / list of products (quality, healthy choices, uniqueness, price, etc.)
- e. Proposed rental rate of the concession
- f. References

11. QUESTIONS

Questions should be directed to Chelsea Corrigan, Director of Parks & Recreation at 306-862-9866.

Closing Date: April 11th, 2019