REQUEST FOR PROPOSAL

CONCESSION SERVICES AT

MARTENSVILLE ATHLETIC PAVILION



ISSUE DATE: JANUARY 22, 2020

CLOSING DATE: FEBRUARY 14, 2020

SUBMIT PROPOSALS TO:

City of Martensville
Attention: Director Recreation & Community Services
37 Centennial Drive South
PO Box 970
Martensville, SK SOK 2TO

Email: recdirector@martensville.ca

Request for Proposal

Lease of Food Concession at the Martensville Athletic Complex 200 Mike Sands Boulevard Martensville, SK

The City of Martensville is soliciting proposals from interested vendors to provide concession services. The request for proposals seeks parties who are interested in the rental of the concession premises at the Martensville Athletic Pavilion. Parties must be experienced in the safe handling of food and possess the licenses to prepare and serve food in the province of Saskatchewan.

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.

Facility Information:

The Martensville Athletic Pavilion is a multi-purpose recreation facility owned and operated by the City of Martensville and includes:

- 200 metre running track
- Fitness Equipment
- 2- multi-purpose rooms
- 1- Program rental room
- 1- Meeting room
- 3 multi-purpose full size courts
- Seasonal turf area
- Free Parking
- Smoke Free Facility
- Wheelchair accessible to all areas

The facility can also accommodate a variety of sports and training activities such as:

- Registered Fitness Classes
- Sport group programs and tournaments (volleyball, basketball, badminton, karate, cheerleading, lacrosse, pickleball, soccer)
- Rental Groups for the gym and multi-purpose rooms
- Trade shows

The facility is directly connected to the Martensville High School.

The concession service at The Martensville Athletic Pavilion is located on the main level. Customer seating is directly in front of the concession. The location of the concession attracts both Martensville Athletic Pavilion and Martensville High School patrons.

1. INSTRUCTION TO VENDORS:

Sealed proposals shall be mailed or delivered to:

City of Martensville
Attention: Director Recreation & Community Services
37 Centennial Drive South
PO Box 970
Martensville, SK SOK 2TO

And will be received up to 5:00 p.m. on February 14, 2020

Email proposals will be accepted providing all documents are received by the stipulated closing time and date. The City of Martensville will not be responsible for failure to receive proposals. Bidders are responsible for ensuring transmissions are received prior to the stipulated closing time.

2. PROPOSAL NOTIFICATION, WITHDRAWAL AND ACCEPTANCE:

- 2.1 Proposals will not be publicly opened.
- 2.2 A proposal may not be withdrawn within the proposal period after specified closing time and date.
- 2.3 The RFP is subject to the City of Martinsville's Purchasing Policy.
- 2.4 The lowest/highest or any proposal will not necessarily be accepted and the City of Martensville reserves the right to reject any and all proposals, and to waive any informality herein.

3. REJECTION OF PROPOSALS:

- 5.1 The City of Martensville reserves the right to reject any or all proposals. Bids that are incomplete, conditional, unbalanced, and obscure or which contain alterations, additions or erasures may be rejected.
- 5.2 The City of Martensville reserves the right to waive any irregularity or insufficiency in any proposal submitted and to accept the proposal which is deemed most favourable to the interest of the City of Martensville.

4. PROPOSAL EVALUATION, CONTRACT NEGOTIATION AND AWARD:

4.1 Upon receipt of proposals, there will be a screening process to ensure the vendor's compliance with all requirements of this proposal.

- 4.2 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: (quality, healthy choices, uniqueness, price etc.)
- 4.3 The City reserves the right to negotiate terms with the selected vendor
- 4.4 All proposals shall be signed by the authorized signing officer(s) of the Offeror.
 - 1) If the proposal is submitted by a sole proprietor carrying on business in his own name, his name shall be printed immediately above his signature; or
 - 2) If the proposal is submitted by a person carrying on business under a name other than his own, his business name shall be printed immediately above his signature; or
 - 3) If the proposal is submitted by a partnership, the full name of the corporation shall be printed immediately above the signature of it duly authorized officers and the corporate seal affixed. If the corporate seal is not affixed to the tender, the signatures shall be witnessed, and proof of signing authority shall be provided.
 - 4) The signatures of the persons bidding must be in their respective handwriting.

5. WORKERS COMPENSATION:

- 5.1 At the time of contract award, the successful Offeror must provide a letter of good standing as required under the Workers' Compensation Act. Failure to supply this may result in your proposal being disqualified.
- 5.2 The proponent will annually provide a Worker's Compensation Clearance Certificate on the anniversary date of the contract.

6. TERMINATION:

6.1 In the event the vendor supplies goods/services that are defective or if delivery is late or in the event the vendor is bankrupt, the City may by written notice immediately terminate the contract.

7. ASSIGNMENT:

7.1 The Contractor/Vendor shall not assign or transfer any rights or privileges contained in this agreement without first having the written consent of the City thereto.

8. TERMS OF AGREEMENT:

- a. The successful proponent shall comply with all City Bylaws and shall be responsible for obtaining a business license and payment of all applicable taxes, and provision of two million dollars (\$2,000,000) in liability insurance for self and his/her staff.
- b. As insurance costs are to be borne by the proponent, Proposals should include a confirming statement on bonding and general insurance, including responsibility for: Public Liability, Product Liability, Worker's Compensation, Motor Vehicle, Legal, Property Damage, Theft, and Employee Bonding.
- c. Proof of insurance coverage, business license and health license will be required at the time of execution of the contract.
- d. The successful proponent shall indemnify the City of Martensville against all actions and claims by reason of negligence on the proponent's firm's part.
- e. The City of Martensville is seeking monthly rental compensation, which may or may not include an additional amount calculated as a percentage of gross sales.
- f. The City of Martensville is considering a (3) three-year term for the agreement. The City will be open to other proposals in this regard.
- g. Utility costs 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

The Vendor can contact the Parks & Facilities Manager at 306-683-5578 to request an onsite tour of the facility.

10. RFP RESPONSE

Response packages should include:

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

11. QUESTIONS

Questions should be directed to Ted Schaeffer, Director Recreation & Community Services at 306-683-5560.

CLOSING DATE: FEBRUARY 14, 2020