



# Request for Proposal

Project Title: Canteen Lease at the Noëlville Community Centre (Arena)

Request #2019-04

Dated: April 23, 2019

Municipality of French River

44 St. Christophe Street

P.O. Box 156

Noëlville, ON, P0M 2N0

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## Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document please respond to the originator of this message and permanently dispose any copies and any attachments.

## Submission Details

### Submission Deadlines and Methods

All submissions for responding to this request must be submitted to our office, as stated below, no later than:

**Submissions accepted no later than - Wednesday, May 8, 2019 at 2:00pm Local Time**

The use of mail for delivery of a tender will be at the risk of the respondent. Submissions sent in electronic format will not be accepted.

The Proposal must be submitted in a sealed envelope and shall be clearly marked with the following:

- The Name and Address of the Respondent
- The Request Number
- The Project Title

### Submission Delivery Address, Submission Questions and Clarifications

You may contact the following Lead Person if you have any questions or require clarification on any topics covered in this Request for Proposal. The delivery address to be used for all submissions is:

**Lead Person:** Robert Martin, Parks, Recreation & Facilities Manager  
Municipality of French River  
44 St. Christophe Street, P.O. Box 156, Noëlville, ON, P0M 2N0  
Tel: 705-898-2242 - Fax: 705-898-2181  
Email: [rmartin@frenchriver.ca](mailto:rmartin@frenchriver.ca)

### Submission Opening

The Request for Proposal will be publicly opened, and recorded on Wednesday, May 8, 2019 at 2:05 pm at the Municipal Office. Staff will review the proposal and the successful candidate will be presented at the Regular Council Meeting of May 15, 2018.

### Amendment and Withdrawal of Submission

Requests for withdrawal of a submission shall be allowed if the request is made before the closing time for the contract to which it applies. Requests shall be directed to the Lead Person by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

## Introduction & Background

The Municipality of French River is a vibrant, welcoming and family-based community that is committed to positive, sustainable growth. A scenic environment, friendliness of neighbors, diversity of cultures and small Municipality feel make French River the community of choice to live, work, visit and vacation.

## Detailed Specifications/Scope of Work

The Municipality of French River (herein after referred to as the Municipality) is requesting proposals for the "Canteen Lease". The detailed specifications are attached in Schedule "A". The Draft Lease Agreement is attached to the Request for Proposal as Appendix 'B'.

## Assumptions & Constraints

The Municipality will not be held liable for any errors or omissions in any part of this RFP. The information contained herein is supplied solely as a guideline for responding vendors. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve vendors from forming their own opinions and conclusions with respect to the matters addressed in the RFP. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

The successful vendor will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful vendor will make good any such damage or injury.

The successful Proponent will employ only orderly, competent and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful Proponent will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

The successful vendor will, throughout the term of the contract, obtain and maintain in force a General Liability Insurance of not less than \$1,000,000 (per occurrence) inclusive, to indemnify and hold harmless the Municipality of French River against any liability for property damage or personal injury, including death which may arise from the vendor's operations under this contract.

## Terms and Conditions

Relating to the submission document:

- Proponent's Credentials** - Proponents shall provide their credentials related to the operation of a canteen and/or related services and any information which documents successful and reliable experience in past contracts.
- References** - Proponents shall provide a list of three (3) applicable customer references who have contracted for services offered by the proponent which is considered similar to the requirements of this Request for Proposal. The list should include the following information: Company Name and Address, Contact Information, and a brief, written description of the services provided.  
**\*References from Municipal staff are not desired and will not be considered however past performance and history of similar projects as a Vendor with the Municipality will be considered.**
- Canteen Operations** - Proponents shall provide a brief business/work plan that demonstrates how they propose to use and operate the canteen including food types to be served, healthy food choice options and a commitment to the long term viability of the canteen operation.

- Others** - Proponents may provide any additional facts concerning your organization which you feel are critical in evaluating your proposal.
- Provincial and Federal Taxes (H.S.T.)** - Tenders shall include applicable H.S.T. taxes. This tax shall be shown separate from the unit price. The proponent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their H.S.T. Registration Number (if any)
- Submission of Quote** - Schedule "A" must be completed and signed.
- Other** - Vendors may include any addition information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.

Relating to the Successful Candidates:

- **Contract** - The successful proponent will be required to execute a contract with the Municipality.
- **Notice of Acceptance** - Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the successful proponent at the number given by the proponent.
- **Termination** - The Municipality reserves the right to immediately terminate the contract for sufficient cause, terms detailed in canteen lease agreement.
- **Public Record** - Any personal information required on the proposal form is received under the authority of the Municipality of French River. This information will be an integral component of the quote submission. All written proposals received by the Town become a public record; once a proposal is accepted by the Town, and a contract is signed, all information contained in it is available to the public including personal information.

## Selection & Submission Requirements

### Selection Criteria:

A combination of quality, experience and price will determine the successful firm. More specifically:

- The Vendor must be primarily engaged in providing the services as outlined in this request for proposal. (see draft Lease Agreement)
- The vendor shall be independent of and not affiliated with any prime service provider or manufacturer.
- The vendor must have a comprehensive understanding in the areas listed in this RFP. Understanding and previous experience in all aspects of similar projects is very essential in the qualifying process.
- Vendors shall have a proven record of having provided this service requirement. The Municipality of French River reserves the right to check all references furnished and consider the responses received in determining the award of this proposal.
- The vendor must be currently in service of providing the work associated with this field and have been engaged in this market for a period of no less than three years.
- Any additional features or advantages uniquely proposed by the vendor which the Municipality has not identified in the project deliverables or description.
- The vendor's financial proposal

The Municipality of French River is not obligated to award the service contract to the highest or any firm. The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Town may require without stating reasons. The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any vendor by reason of the acceptance or the non-acceptance by the Town of any proposal or by reason of any delay in the acceptance of a proposal as well any expenses incurred by the vendor in the preparation of the proposal submission are entirely the responsibility of the vendor and will not be charged to the Municipality.

<b>Schedule "A" - Submission of Quote</b>
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The Municipality of French River (herein after referred to as the Municipality) is requesting proposals for the "Canteen Lease". This means that we are looking for a person, persons, company or firm who are able and willing to offer arena canteen services on a contract basis (all goods, materials and supplies to be supplied by the proponent) and are willing to be the highest bidder for the use of the canteen spaces.

The Lease Agreement shall be for a five (5) year term with two (2) renewal option for an additional one (1) year term in accordance with the terms and conditions of the Original Lease Agreement.

It shall be understood that the Yearly Payment Term shall increase by 2% per year for the duration of the Lease Agreement.

The Draft Lease Agreement is attached to the Request for Proposal as Appendix 'B'.

I \_\_\_\_\_ do hereby submit the following bid price to perform the related work  
(Name of Company)

as outlined in the Lease Agreement.

	Yearly Lease Agreement Payment Term
<b>Yearly Canteen Lease Term Proposal - June 1, 2019 to May 31, 2020</b> *the proposed Yearly Payment Term shall increase by 2% per year for the duration of the Lease Agreement. *the Yearly Payment Term can be made in monthly equal payments or as agreed upon by both parties.	
<b>Subtotal:</b>	
<b>HST</b>	
<b>Total:</b>	

**All or any proposals not necessarily accepted.**

**Name and Address of the Company**

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Print - Name & Title

\_\_\_\_\_  
Signature of person with authority to bind Company

**CONFIDENTIAL**

<b>Schedule "B" - Draft Canteen Lease Agreement</b>
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1. The lessee will lease from the Municipality, the arena canteen spaces and equipment; canteen space located in the Noëlville Community Centre and canteen space located outside at the Noëlville Ball Field.
2. The lessee will have exclusive right to provide a canteen service for the patrons of the Noëlville Community Centre facility for the period of five (5) years from June 1, 2019 to May 31, 2024 with two (2) renewal option for an additional one (1) year term in accordance with the terms and conditions of the Original Lease Agreement.
3. The total Yearly Lease Agreement Payment Term shall be \$-----+ applicable taxes for June 1, 2019 to May 31, 2020 and shall be made payable to "Municipality of French River" in ---- equal monthly payments of \$----- on or before the first day of the month. The Yearly Payment Term shall increase by 2% per agreement term year.
4. The lessee shall observe and comply strictly with all federal, provincial and municipal legislation governing the operation of the canteen with respect to the production, preparation and serving of food and beverages and the maintenance and cleaning of the equipment herein mentioned. The lessee shall indemnify and save the Municipality harmless from any claim, demand, prosecution or other liability in connection therewith.
5. The lessee shall be responsible for the payment of any business, commercial, federal, provincial or municipal taxes and licenses fees incurred for the term of this agreement.
6. The lessee shall not contract or sub-lease the canteen facilities or equipment therein to any group, club or individual. The lessee may not enter into any verbal or written agreement with any group, club or individual to allow sale of canteen items unless mutually agreed upon and approved in writing by the Municipality of French River.
7. The lessee shall provide and maintain at its expense liability and fire insurance for protection against any claim, demand, suit or liability whatsoever arising out of the operation of the said canteen or any portion of the premises and equipment used in connection therewith or food or beverage therein, to the extent of not less than one million (\$ 1,000,000.00) dollars for any single such claim allowed and shall provide the Municipality with a certified copy of the policy or policies issued together with a letter from said insurance company to provide the Municipality with at least thirty (30) days notice of any intended cancellation of said insurance policy or policies. The said policy shall include the Municipality as co-insured.
8. The Municipality agrees to provide the lessee with the canteen equipment already in place at time of the contract agreement as identified in the attached 'Canteen Equipment List'.
9. Two keys shall be issued to the lessee for access to each canteen area. A set of keys shall also be issued for the outside canteen washrooms to enable the lessee to facilitate user group access to washroom facilities. The lessor shall maintain, clean and stock the washroom facilities.

The lessor will maintain an additional set of access keys to be used during the lease period for emergent matters only or for access for required repairs and/or service. The lessor's access keys shall be housed in the Community Services office. Where possible the lessor shall notify the lessee in advance when access of the canteen area is required.

10. Normal maintenance repairs to the canteen, facility or the equipment owned by the Municipality will be the responsibility of the Municipality providing the lessee its agents, servants or employees have not shown negligence or lack of care of the equipment and canteen facility. All such repairs and service shall be scheduled and completed in a timely fashion.
11. It is understood that no physical deviances or structural changes to the existing canteen facility shall take place at any time during the term of this agreement unless by written consent of the Municipality.
12. The Municipality shall provide, at its cost, the utilities in the operation of the said canteen spaces, namely water, hydro, electric power, heat and ventilation. The lessee promises to use such utilities in a responsible and economical manner, without undue waste.
13. The lessee is responsible for the cleaning of the canteen spaces and equipment and their own cleaning supplies, garbage bags and removal of garbage from the leased area.
14. Upon request by the lessee, the Municipality may arrange for the provision of vending machines in the Arena lobby and arena dressing rooms consisting of soft drinks and candies and chips for the hours that the canteen is closed. The Municipality will set up all vending machine leases and accounts with all rental and product purchases invoiced to and payable by the lessee. The lessee shall retain all revenues derived from such vending machines during the term of this lease.
15. It is the responsibility of the lessee to take the initiative to acquaint itself with the community service department's schedule of activities throughout the terms of the lease. The Municipality will work co-operatively to provide maximum utilization of the facility.
16. Hours of operation will be streamlined and set at the beginning of each ice season for the arena canteen and at the beginning of each ball season for the outside canteen to meet the specific needs of each facility and its user groups. Additional hours of service will be required during special events and for additional rental bookings that may occur throughout the season. Upon a minimum of seventy-two (72) hours notice the lessee agrees to ensure concession service for such events and bookings.
17. It is understood and agreed that this agreement does not preclude the Municipality from operating the kitchen in the Arena Hall.



18. The Municipality reserves the right to permit outside vendors during special events (i.e. Noëlville Family Ball Tournament, etc...), providing the expected attendance exceeds 500 persons. Written notice will be given to the lessee two weeks prior to the event.
19. The Municipality reserves the right to restrict the lessee to sell certain foods during events held by the Municipality (i.e. Canada Day). Written notice including which restrictions, will be given to the lessee two weeks prior to the event.
20. The lessee will not be held responsible to be the provider of food services for special events licensed under the *Liquor License Act*.
21. The Municipality reserves the right at all times, on a sixty (60) day written notice to the lessee prior to the termination of the agreement to call public tenders to provide canteen services in premises presently utilized by the lessee.
22. The Municipality or the lessee may, by written notice, terminate this lease ninety (90) days after delivery of written notice.
23. The lessee understands and agrees that failure to follow any of the above terms and conditions may result in the termination of this agreement and that such termination shall be exempted from the terms and conditions of items 21 and 22 of this agreement.