

TOWN OF GANDER

REQUEST FOR PROPOSAL RFP21-03



**STEELE COMMUNITY CENTRE
FOOD SALES SERVICES/ALCOHOL SALES SERVICES/
VENDING MACHINE**

DEADLINE FOR SUBMISSIONS:

AUGUST 19, 2021, 2:00:00 P.M. Local Time

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Request for Proposals

Food Sales Services/Alcohol Sales Services/Vending Machine Sales Town of Gander - Steele Community Centre

Background

Gander's Steele Community Centre is the focal point for the entire community and indeed the entire central region. This ultra-modern facility has something for everyone: children, sports enthusiasts, athletes and fans, older adults, and seniors. Amenities offered include:

- 1100 theatre-style seating/wheelchair section
- Ice surface – 85' x 200'/concourse area
- Walking track 200 meters/600 feet
- Cafeteria seating – capacity for 120 people
- 4 meeting and seminar rooms
- Removable flooring for ice surface
- Elevator to second floor
- Trade show and exhibition amenities provided
- High speed internet access
- Gander/Garrett Hall Sports Hall of Fame/Archives
- Swimming pool, curling club, and 400 seat proscenium theatre
- Loading doors – 15' x 12'

The cafeteria is located on the 2nd floor of the Centre and is approximately 208 square meters. The cafeteria food prep area is approximately 9 square meters, food storage area is approximately 23 square meters and the food serving counter is approximately 19 square meters.

There are currently three vending machines supplying soft drinks, snacks, and confectionary.

The Town owns the equipment in the cafeteria and the equipment is to be used by the operator. The equipment is as follows:

- Microwave Oven
- Food Warmers
- Griddle
- Ice Making Machine
- Hot Dog Grilling System
- Deep Fryer (double unit)
- Stove (self-cleaning)
- Deep Freezer Unit
- Television
- Tables & Chairs

- Display Table
- Garbage Receptacles
- 2 Portable Bar Units

The Steele Community Centre is open seven days per week during the months of August to April and typical operating times are from 6 a.m. to 11 p.m. except for off season hours which are from 7 a.m. to 10 p.m.

The Cafeteria is generally operated during the hours Minor Hockey, Silver Jets and Senior Hockey Games occur and while other groups are utilizing the ice rink, during tournaments and special events.

The Vending Machines are available during times when the Steele Community Centre is open.

Community recreation centers are places where community members of all ages enjoy being physically active - it makes sense to also promote healthy food and beverage choices in these settings. There are numerous benefits of a healthy diet and, when combined with physical activity, improvements in the physical, mental, emotional, and social aspects of quality of life are evident.

Since community recreation centers are often the “hub” of community activity, there is a great opportunity to enhance the health and wellbeing of community members of all ages by providing healthy food and beverage choices. In addition, promoting and supporting healthy eating to children and youth can help establish healthy eating habits early in life which can lead to a lifetime of healthy eating behaviors. As such, the Town of Gander is committed to providing nutritious menu items to members and visitors of the Steele Community Centre, with a focus on local and sustainable products whenever possible. The Town of Gander adopted a healthy eating policy (2019) which helps support this goal.

Description of Services

The purpose of this document is to provide interested operators with an overview of the opportunity, as well as instructions on how to respond to this (RFP).

The Town of Gander (the “Town”), requests to enter into an agreement with a qualified concessionaire to provide the following services:

1. Steele Community Centre food sales services including food preparation, food storage and food serving from the cafeteria (Ice In/Ice out season)
2. Alcohol sales services (Ice In/Ice out season). Sales to take place from the Cafeteria unless otherwise agreed upon.
3. Vending Machine Service (12 months).

The Town will accept proposals from potential concessionaires that can provide all the services in one contract or through individual proposals for each service during the ice in/ice out season with the exception of the vending machine which is 12 months. Please submit individual bids for each service. The Town reserves the right to award items (1) and (2) or (3) above, either separately to different vendors, or jointly to one vendor.

The town will also provide the opportunity for prospective bidders to view the space at a mutually exclusive time. To set up a time, please contact Bev Freeborn at 709-651-5927 or email recreation@gandercanada.com. You must contact the office before June 11, 2021, 4:00 p.m

Terms & Conditions

The successful bidder to this RFP is referred to as “the Vendor” and by submitting a bid, agrees to the following contract details:

Terms and Conditions:

- The contract with the Vendor for the Cafeteria Sales Service and the Alcohol Sales Service will be valid for one (1) year commencing September 1, 2021 to April 2022. The exact end date will be the date the removal of the ice begins from the Steele Community Centre. The Vending Machine Sales will be valid for one (1 year) from the start of the contract.
- The rental rate for the food service/alcohol service/vending machine will be a flat monthly rate and must be paid on the 1st of each month for the ice in/ice out season (with the exception of the vending machine which will be paid on the 1st of each month for the one (1) year contract). The Vendor must set up payment through an electronic funds transfer with the Town of Gander.
- The Town is responsible for light and heating and the operator is responsible for telephone and Cable TV if required.
- The Town reserves the right to perform an evaluation of the food sales service and alcohol sales service provided by the Vendor after the first year of the contact which is April 2022. Failure to meet the obligations may result in a termination of the food service contract.
- The final menu and price list for the food and alcohol services must be provided and approved by the Town at least one month before operation.
- “Food” as identified throughout this Request for Proposal (RFP) will include all food, condiments and beverages served to and made available for patrons through the location of the cafeteria only.

- “Alcohol” as identified throughout this RFP will include alcohol purchased under the Liquor License of the Steele Community Centre through the appropriate vendor on contract with the Town of Gander.

Provision of Services

- Provide product pricing comparable to similar in-town services.
- Manage and operate all parts of the canteen and vending machines in an efficient, tidy, and professional manner.
- Provide food and beverage services on a mutually agreed upon schedule which must be submitted one month before operation. Any changes must be approved by the Recreation & Community Services Department.
- Promote an environment that supports healthy eating by providing healthy food and beverage choices at a reasonable price that is comparable to other menu options. Appropriate marketing and advertising of healthy foods and beverages should be employed.
- Ensure waste from food, food packaging and disposable dishes is minimized. Recycle whenever possible.

Exclusivity of Service

The Food Sales Services Vendor has exclusive rights to the following areas in the cafeteria: food storage area, food preparation area and food serving counter during ice in/ice out season.

The cafeteria seating area will be exclusive during the operating hours of the cafeteria. However, when the cafeteria is not in operation, the Steele community Centre will have access to the seating area. It will be the responsibility of the Steele Community Centre to ensure the cafeteria seating area is cleaned after their use and the operator to ensure it is cleaned after their hours of operation.

The Vending Machine Operator will have exclusive rights to the agreed upon number of vending machines and their location.

Cleaning and Sanitation

It will be the responsibility of the Vendor to:

- Ensure that all employees must meet the provincial food premises regulations which require owners/operators to have at least one employee who has the current food

safety training to be present at the premises while in operation. Certificates must be provided to the Town of Gander.

- Have all staff properly uniformed and adhering to proper hygiene practices.
- Maintain a high standard of sanitation and will be responsible for all routine cleaning and maintenance of the kitchen area and all food preparation sites.
- Safely handle and store all food supplies.
- Be responsible for all garbage collection and removal in the kitchen and seating areas. On site waste bins will be provided, but kitchen staff will have to remove all garbage from the kitchen and place in the designated bins.

Management

The Vendor must agree to maintain adequate staff to ensure safe and proper service to patrons of the Steele community Centre. The Vendor will be responsible for all human resources including staff, and the payment of all wages and mandatory employment costs.

Laws and Taxes

The Vendor is expected to be fully bonded and employ individuals with a valid clear Criminal Record Check.

The Vendor shall pay all sales, business, or excise taxes applicable to the operation of the catering service.

The Vendor must manage and maintain the canteen and vending machines in compliance with all federal, provincial, and municipal laws e.g., food safety regulations, liquor licensing regulations. Certificates must be provided to the Town of Gander.

The Vendor must provide a certificate of clearance/letter of good standing from Workplace Health and Safety Compensation Commission (WHSCC).

The Vendor must follow the public health regulations as set by the provincial Department of Health and Community Services for COVID-19. The Town has the right to shut down the cafeteria if the Chief Medical Officer of Health issues health orders of a public health emergency pursuant to section 27 of the Public Health Protection and Promotion Act, SNL 2018, c P-37.3 that restricts the usage of public facilities and/or participation in group sports.

Evaluation

Each proposal will be evaluated based on the following selection criteria:

- 1. Financial Return to the Town**
The proposed pricing of the product.
- 2. Operators Experience**
The operator's record and experience in operating similar outlets, as well as the experience of the management of the firm.
- 3. Overall Quality of Submission**
In preparing the overall ranking of each submission, the criteria will be weighted according to Table 1.

Table 1. Proposal Criteria and Weighting

	Points
Overall Quality of Submission	15
Operators Experience	30
Financial Return to the Town	55
Total	100

Other Conditions

- The Town reserves the right to reject any and all proposals.
- The Town reserves the right to accept the proposal which, in the sole opinion of the Town, is deemed the most advantageous to the Town.
- The Town reserves the right to request any other information it requires to evaluate the submission. Failure to provide the information requested may result in the proposal being disqualified.
- All financial information must be presented in Canadian dollars.
- The cost of preparing the proposal submission or providing additional information is the sole responsibility of the proponent.
- The proponent assumes all responsibility for complying with all applicable laws and regulations. The proponent is also responsible for obtaining all permits as required.

- The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to an agreement or in respect of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.
- Statistical data is provided for informational purposes only. The Town is not responsible for any inaccuracies and does not warrant the validity or relevance of data presented herein.
- All proposals become property of the Town and will not be returned to proponents unless a written request to withdraw signed by the authorized signatory of the proponent is received prior to the closing.

Submission

- The proposals will be evaluated and presented to Council at the Regular Meeting of September 01, 2021.
- All questions/comments should be submitted to:

Ms. Bev Freeborn
Dept. of Recreation & Community Services
Steele Community Centre
155 Airport Blvd, (mailing address - Town Hall - 100 Elizabeth Dr)
Gander, NL A1V 1G7
Tel: 709-651-5927
Fax: 709-256-4195
e-mail: recreation@gandercanada.com

- The Town reserves the right to extend the Proposal submittal date, if needed. All changes or clarifications will be distributed to all those submitting proposals.
- Each proponent is required to submit one copy of its proposal to the Town no later than **2:00 p.m. local time August 19, 2021**, at which time all proposals shall be recorded. No proposals will be accepted after that time unless the submission date has been extended pursuant to an addendum issued by the Town.
- Sealed proposals, clearly marked "Steele Community Centre Food Sales Services Alcohol Sales Services/or Vending Machine Sales", are to be submitted **by e-mail below or mail (in a sealed envelope marked with RFP #21-03) to:**

Procurement Officer
Town of Gander
100 Elizabeth Drive
Gander, NL A1V 1G7
Tel: 709-651-5905
E-mail: tenders@gandercanada.com

- ***Proposals received after the closing date on Thursday, August 19, 2021, at 2:00:00 p.m. local time will be considered an unacceptable proposal and will not be considered.***

Required Submission Documents

Each proposal submission **must include all the following information to be considered technically compliant.**

- Business Information:
 - Comprehensive disclosure of all relevant information is to be provided. A template for the submission of this information is provided in Appendix A.
- Evidence of Insurability:
 - The selected Vendor will be required to carry public liability and property damage insurance in an amount not less than \$2,000,000 against claims for personal injury, death or loss and damage to property; and
 - Appropriate fire and extended coverage insurance on the furnishings, equipment, and fixtures at full replacement cost.
 - Certificates or other evidence from an insurance institution must be attached indicating the ability of the proponent to obtain the above.
 - Proof of such insurance is to be provided prior to contract being signed.

- Experience Statement:

The proponent must demonstrate their capability to successfully operate as a food sales service, alcohol sales service, and/or vending machines sales at the Steele Community Centre. The information submitted should include, but not be limited to:

- The background and experience of the key officers and staff of the proponent and/or of individuals or companies which will be providing specific services under contract or otherwise.

- A listing of all outlets detailing the type of operation, key contractual terms and operational references.
 - A listing of any retail agreements that have been cancelled prior to the end of the term; and
 - A listing of any retail agreements that have been renegotiated prior to the end of the term.
- Management and Operations Plan:

The proposed operation must be compatible with the operations of the Steele Community Centre.

- Describe the organization structure, including management and staff positions, which will be used to manage and operate the food sales service, alcohol sales service, and/or vending machines sales. Include any charts, diagrams, or descriptive materials as appropriate.
 - A comprehensive discussion of all intended operating strategies must be presented, covering at a minimum, the following items:
 - hours of operation,
 - copy of menu and pricing,
 - employee dress code,
 - customer service initiatives,
 - alcohol sales operations,
 - resolution of customer complaints,
 - maintenance and cleaning,
 - security, and
 - purchasing, receiving and storage of merchandise.
- The proponent may append any other information pertinent to their proposal.
 - To be technically compliant, a completed, signed, dated, and witnessed offer must be included with the proposal. The form to be used is provided in Appendix B.

Appendix A

BUSINESS INFORMATION (to be attached)

Name of Vendor: _____

Address: _____

Main Contact: _____

Phone #'s: _____

Email Address: _____

Type of Business (check one):

Sole Proprietorship Partnership Corporation

Other (provide details)

Description of Proponent:

A:

Incorporated Company (name) _____

Date and Place of Incorporation _____

Name and address of principal officers:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Others	_____	_____

Names of principal shareholders:

B: Partnership

Name _____

Date and Place Established _____

General or Limited Partnership _____

Managing Partners and Addresses: _____

C: Joint Venture:

Date and Place Established _____

Name of Principal Firms and Share of Venture _____

D. Sole Proprietorship:

Date and Place Established _____

Name of Principal Firms and Share of Venture _____

If the proponent is a subsidiary of, affiliated with or associated with other organizations, please provide details.

CERTIFICATE

I hereby certify that the information contained herein represents full, plain, and true disclosure of all facts that could be reasonably expected to have an impact on the evaluation of the proposal.

Witness

Authorized Official Signature

Date

Name (printed)

Title

Date

Proponent Offer

RFP 21-03

Steele Community Centre

Food Sales Services /Alcohol Sales Services/Vending Machine Sales

Cafeteria Concession: Monthly Flat Rate bid \$_____ *(Ice In/Ice Out)

Alcohol Sales Services: Monthly Flat Rate bid \$_____ *(Ice In/Ice Out)

Vending Machine Sales: Monthly Flat Rate bid \$_____ *(12 months)

* ***Price does not include tax***

The undersigned agrees that by submission of this bid agrees to all terms and conditions indicated on this RFP form.

It is understood by the undersigned that the authorized signature on the bid submission hereby affirms that no collusion with other bidders has taken place. Evidence of collusion shall be cause of rejection of the bid. The Town of Gander reserves the right to reject any and all bids.

Name of Bidder: _____

Address: _____

Phone #'s: _____

Fax: Email: _____

PLEASE SUBMIT BID BY 2:00 P.M Thursday, August 19, 2021

PROPONENT OFFER

This Offer may not be altered or changed by proponents.

THE APPLICANT

(Full name of person, corporation, or firm by who offer made)

(herein after called the proponent) HEREBY SUBMITS a proposal for the right to operate a concession at the Steele Community Centre (Town).

IN SUBMITTING THIS PROPOSAL, THE PROPONENT AGREES TO EACH OF THE FOLLOWING TERMS AND CONDITIONS:

1. Acceptance Period

This offer shall remain open for acceptance by the Town until September 3rd, 2021.

2. Extension of Acceptance Period

In the event the Town deems it necessary to extend the period for acceptance of offers, the Town shall, notify the proponent by written notice to that effect, whereupon the proponent shall have fifteen (15) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Towns notice or withdraw its offer. In the event the proponent consents to the requested extension, the offer expiry date shall be extended as referred to in the Towns notice. In the event the proponent does not respond in writing to the Towns notice, the proponent shall be conclusively deemed to have accepted the extension of the acceptance period to the date referred to in such notice.

3. Notices

- 1) Any notice required to be given to the proponent shall be sufficiently given:
 - a) if personally served:
 - i) on the proponent; or
 - ii) if the proponent is a corporation, then at its Registered Office or principal place of business

4. Any notice required to be given to the Town shall be sufficiently given if personally served on or forwarded by registered mail, addressed to:

Town of Gander
100 Elizabeth Drive
Gander, NL A1V 1G7

5. Any and every notice mentioned in this section, if forwarded by registered mail, whenever mailed shall be deemed to be given on the date of which the same is, in fact, delivered, or on the fifth (5th) business day next following the day on which it is mailed, whichever is the earlier.
6. Attached Documents to be included are individual bid submissions for food sales service, alcohol sales service, and vending machines sales.

Submitted with this **Offer** are the following (complete list of all documents and number of copies):

7. Unconditional Offer

All proposals must contain at least one unconditional offer to operate the food services and/or alcohol sales services and/or vending machine sales in full compliance with the terms of the RFP for a retail concession at the Steele Community Centre.

8. Rights of the Town of Gander

Notwithstanding anything contained in the RFP or any statement made at any proposal briefing, or in any response to any question, the Town shall have no obligation to accept the highest or best offer or any other offer and reserves the right to consider matters which, although not set out herein are in the sole opinion of the Town relevant for its purposes. The Town shall have complete discretion in the choice of a suitable proponent and may negotiate changes to the successful proponents offer.

Submitted By: _____

Date: _____

Name of Applicant: _____

PER _____

Name of Duly Authorized
Official and Title

Submitted By

Witness

If a Corporation - Corporate Seal