



REQUEST FOR PROPOSAL

RFP 2023-09

RENT CANTEEN

at the

MICHIPICOTEN MEMORIAL COMMUNITY CENTER

Issue Date: Monday, August 21, 2023

Closing Date: Wednesday, September 13, 2023

Contact: Alex Patterson, Director
Department of Community Services and Tourism
Municipality of Wawa
40 Broadway Ave, PO Box 500
Wawa, ON P0S 1K0

Telephone 705-856-2244 Ext. 242

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Email apatterson@wawa.cc

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General Description of Project

The Municipality of Wawa (Municipality) is issuing this Request for Proposal (RFP) to seek out a successful proponent to rent the Canteen of the Michipicoten Memorial Community Centre for the purposes of offering food and refreshments during the 2023-24 operating season. A draft Agreement can be found in **Appendix A**.

All applications must clearly indicate the following:

- Proposed rental rate payable to the Municipality;
- Commitment that adequate commercial liability insurance (minimum \$2,000,000.00 per occurrence) and the naming of the Municipality of Wawa as “Additional Insured” will be in place before commencement of lease.

Scope of Proposal

The Municipality will lease the Canteen space to the successful bidder upon completion of the RFP process. The term of the lease is between October 1, 2023 and April 1, 2024.

The Municipality shall:

- absorb the utility costs for the Canteen space;
- provide the Canteen equipment as-is (fryer, stove, refrigerators, freezer, and microwave)

The successful bidder shall:

- have exclusive rights to the canteen space at the MMCC, with the exception of regional special events, when other vendors may be permitted in the arena.
- provide proof of Insurance (see Indemnification, Hold Harmless and Insurance Requirements)
- be responsible for ancillary equipment (i.e., phone, popcorn maker, pots, pans, utensils, kettle, etc.)

Contact

Questions regarding this RFP should be directed to:

Alex Patterson

Director of Community Services and Tourism
Municipality of Wawa
40 Broadway Ave, PO Box 500
Wawa, ON P0S 1K0

Phone - 705-856-2244 ext. 242

Cell - 705-914-1158

Email – apatterson@wawa.cc

Website – www.wawa.cc

Questions via email are the preferred method of contact. All questions and answers will then be distributed to all respondents as an addendum.

Proposed Schedule

RFP Issued	Monday, August 21, 2023
Deadline for submission of proposals	Wednesday, September 13, 2023 4:00PM EST
Opening of Proposals	Thursday, September 14, 2023 9:00AM EST
Awarding of Proposal	Tuesday, September 19, 2023
Lease begins	Sunday, October 1, 2023
Completion of Lease	Monday, April 1, 2023

RFP Proposal Submission Requirements

Proponents interested in providing these services must prepare and submit a Proposal that includes:

a) Cover Letter

The cover letter is to be signed by an officer of the company authorized to execute a contract with the Municipality.

b) Proponent Qualifications

This section shall briefly describe the areas of expertise of current permanent staff whether a sole proprietor or individuals on a team and the scope of services that can be provided by the proponent without the services of contractors.

c) Budget

Provide a proposed lease amount for payment to the Municipality per month.

d) Deadline and Delivery

An electronic (PDF) version of the proposal shall be submitted to:

Maury O'Neill, CAO-Clerk

moneill@wawa.cc

The Municipality of Wawa

40 Broadway Ave, PO Box 500

Wawa, ON

P0S 1K0

Attention: Alex Patterson, Director, Community Services and Tourism

The deadline for the submission of a Proposal is: Wednesday, September 13, 2023 at **4:00PM EST**. No other information submitted by facsimile or electronic mail (**except for the electronic PDF copy**) will be accepted unless otherwise requested by the Municipality during the proposal review process. **Proposals received after Wednesday, September 13, 2023 at 4:00PM EST will not be accepted.**

Indemnification, Hold Harmless and Insurance Requirements

In addition to other standard contractual terms, the Municipality will require the selected proponent to comply with indemnification, hold harmless and insurance requirements as outlined below:

The proponent shall indemnify and hold harmless the Municipality (including any of its bodies, agencies, councils and associations and their servants, agents, officers, directors, elected officials, successors, assigns, employees and personal representatives and each of them) from and against any loss resulting from negligence, claim, demand, damages, liability, and costs and permitted assigns.

This provision shall survive termination of any agreement resulting from this RFP.

The proponent shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the Municipality.

Insurance Requirements

- a) Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The Corporation of the Municipality of Wawa named as additional insured.

Equal Opportunity & Accessibility

The Municipality is an equal opportunity employer and requires all Respondents to comply with policies and regulations concerning equal opportunity. The Respondent, in the performance of this contract, agrees not to discriminate in its employment due to an employee's or applicant's race, religion, national origin, ancestry, gender, sexual preference, age, physical handicap or any other characteristic protected by law.

The Municipality is committed to and working toward ensuring municipal services is accessible to all. We strive to meet or exceed the standards set by the *Accessibility for Ontarians with Disabilities Act* ("AODA") which are rules established by the Province to help businesses and organizations identify, remove and prevent barriers to accessibility. The AODA requires accessibility of goods, services, facilities, accommodations, employment as well as information and communication.

Review and Evaluation Process

The selection of a proponent will be based upon a qualitative review of the Proposals submitted. Municipal staff may request additional clarifying information from any or all proponents that submit a Proposal during the review process.

An evaluation by a Committee will be conducted and each proposal will be scored. Proposals will be evaluated on the basis of the following criteria:

Minimum Requirements:

- a) Proponent's proposed monthly lease rate bid.
- b) Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- c) Proposals must state the proponents related business information.

Experience and Qualifications (25%)

Food Safety program and staff qualifications (10%)

Similar service experience and qualification (15%)

Budget (75%)

Proposed lease fee payable to the Municipality

Accept or Reject Proposal

The Municipality reserves the right to accept or reject any or all proposals and recommendations and may waive minor errors or omissions in any proposal. The Municipality reserves the right to select a proponent, who in and upon our approval provides the most advantageous solution and demonstrates their ability to provide the expected outcomes of the proposals that will best serve the interests of the Municipality. The Municipality is not obligated to award the contract based on the lowest price or any other particular factor. The Municipality will not be liable or reimburse any firm for the costs they incur to prepare their proposals. The Municipality also reserves the right to substitute components where the Municipality considers that an alternative may be more suitable and the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract. The RFP does not commit the Municipality to award a contract or to pay any costs incurred in the preparation of a proposal or attendance at a pre-awarded meeting.

Termination of Contract

Either the proponent or Municipality may terminate the contract, once awarded, at any time upon giving notice in writing at least thirty days prior to the date of termination without penalty or recourse. In the event of such termination, the Contractor will be paid for services up to and including the date of termination.

Appendix A: Draft Agreement

Canteen Lease 2023-24 Season Operation

Lease agreement for rental of the Canteen located in the Michipicoten Memorial Community Center

The 'Agreement' is herewith entered into between:
Hereinafter referred to as the OPERATOR and the Corporation of the Municipality of Wawa hereinafter referred to as the MUNICIPALITY.

TERMS: The AGREEMENT shall be for the following term: October 1, 2023 to April 1, 2024

LOCATION: The rental fee includes the use of the following: MMCC Canteen

CONDITIONS:

- a) The OPERATOR shall be required to enter into an agreement with the MUNICIPALITY prior to taking occupancy of the Canteen.
- b) The FEE shall be \$_____ per month plus HST and shall be paid on the 1st of each month.
- c) The MUNICIPALITY shall assume cost of heating and power.
- d) The MUNICIPALITY shall NOT be liable for any damages to, or loss of, goods and equipment.
- e) The MUNICIPALITY shall be responsible for the daily cleaning and washing of floors in the adjacent lobby only.
- f) The OPERATOR shall be responsible for all payments by-law with respect to Provincial, Federal and Municipal Taxes and Sale Permits.
- g) The OPERATOR shall be financially responsible for any alterations to the facility and any alterations must receive prior authorization from the MUNICIPALITY.
- h) The OPERATOR shall provide for its own Insurance coverage for the contents of the Canteen.
- i) The OPERATOR shall be responsible for any damages to the canteen and equipment therein
- j) The OPERATOR shall comply with all directives of the Algoma Public Health Unit and to all Provincial, Federal and Municipal Acts and Regulations.
- k) Either party may terminate THE LEASE AGREEMENT by giving thirty (30) days notice.
- l) Assignment of operation to a third party will not be permitted.

Signed this _____ day of _____, 2023.