



REQUEST FOR PROPOSAL

RFP 2022-06

OPERATE CANTEEN at the MICHIPICOTEN MEMORIAL COMMUNITY CENTER

Issue Date: Monday, December 19, 2022

Closing Date: Monday, January 2, 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

Fax 705-856-1494

Email apatterson@wawa.cc

Contents

General Description of Project.....	3
Scope of Proposal	3
Contact.....	4
Proposed Schedule	4
Contractor Requirements	4
RFP Proposal Submission Requirements	5
Indemnification, Hold Harmless and Insurance Requirements	6
Equal Opportunity & Accessibility.....	6
Review and Evaluation Process.....	7
Accept or Reject Proposal.....	7
Termination of Contract	8
Appendix A: Draft Agreement.....	9

General Description of Project

The Municipality of Wawa (Municipality) is issuing this Request for Proposal (RFP) to seek out a successful proponent to operate the Canteen of the Michipicoten Memorial Community Centre (Canteen). A draft Agreement can be found in **Appendix A**

All applications must clearly indicate the following:

- Proposed hours of operation of the Canteen;
- 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 to operate the Canteen with the following conditions:

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:

- Ensure the Canteen is regularly open for, at a minimum, the remainder of the 2022-23 winter ice season, with hours based around the schedule of program events supplied by the Municipality
 - The Term shall be from January 15 to April 15, 2023
 - The Bidder must state their proposed hours of operation in the Submission
 - The Bidder must operate during all large tournaments / events
 - The Bidder must provide, at minimum, a menu that includes coffee, hot chocolate, chocolate bars, chips, and similar items. Menu to be included in the Submission.
- Provide proof of:
 - Insurance (see Indemnification, Hold Harmless and Insurance Requirements)
 - Food Handling Certificates for all staff
- Manage and retain revenue from sales in exchange for the lease payment to the Municipality;
- Be responsible for ancillary equipment (i.e., phone, popcorn maker, pots, pans, utensils, kettle, etc.)
- Have exclusive rights to food services at the MMCC, with the exception of regional special events, when other vendors may be permitted on the grounds.

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 addenda.

Proposed Schedule

RFP Issued	Monday, December 19, 2022
Deadline for submission of proposals	Monday, January 2, 2023 4:00PM EST
Opening of Proposals	Tuesday, January 3, 2023 1:00PM EST
Awarding of Proposal	Tuesday, January 10, 2023
Lease begins	Sunday, January 15, 2023
Completion of Lease	Saturday, April 15, 2023

Contractor Requirements

Minimum requirements by the Contractor for submission of a proposal in response to the RFP shall include the following:

- a) Proof of WSIB Coverage. Must be held throughout the duration of the work.
- a) Proof of Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Experience in similar work. Examples of successful operations are preferred.

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. This shall include information on safe food handling training for staff.

c) Proposed Operating Schedule

This section shall include the proposed schedule for the operation of the canteen

d) Proposed Menu

This section shall include the proposed menu for the canteen. Costs of items are at the sole discretion of the proponent.

e) Budget

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

f) 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: Monday, January 2, 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 Monday, January 2, 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

- b) Worker's Compensation (WSIB) coverage as required by the Province of Ontario.
- c) 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) Proof of safe food handling.
- b) Proof of WSIB Coverage.
- c) Proof of Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- d) Experience in similar services.
- e) Proposals must state the proponents related business information.

Experience and Qualifications (40%)

Food Safety program and staff qualifications (20%)

Similar service experience and qualification (20%)

Approach (30%)

Proposed Schedule and Timeline (15%)

Proposed Menu (15%)

Budget (30%)

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 2022-23 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: January 15 to April 15, 2023

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 negotiated.
- 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 approve the Operating Hours prior to the start-up date, noting that facility schedules may change with 24h notice.
- f) The MUNICIPALITY shall be responsible for the daily washing of floors in the adjacent lobby only.
- g) The OPERATOR shall be responsible for the daily cleaning (which includes sweeping floors, cleaning tables, and picking up the garbage) of the Concession Area (canteen and adjacent lobby). In addition, the OPERATOR shall be responsible for the daily washing of floors in the canteen only.
- h) The OPERATOR shall be responsible for all payments by-law with respect to Provincial, Federal and Municipal Taxes and Sale Permits.
- i) The OPERATOR shall be financially responsible for any alterations to the facility and any alterations must receive prior authorization from the MUNICIPALITY.
- j) The OPERATOR shall provide for its own Insurance coverage for the contents of the Canteen.
- k) The OPERATOR shall be responsible for any damages to the canteen and equipment therein
- l) The OPERATOR shall comply with all directives of the Algoma Public Health Unit and to all Provincial, Federal and Municipal Acts and Regulations.
- m) Either party may terminate THE LEASE AGREEMENT by giving thirty (30) days notice.
- n) Assignment of operation to a third party will not be permitted.

Signed this _____ day of _____, 2023.