



Request for Proposal No. 09 PRRA 06

Request for Proposal

PRRA Food Services

DEADLINE FOR RECEIPT OF PROPOSALS IS:

2:00 P.M. LOCAL TIME

DATE: Friday, December 18, 2009

LOCATION: DEPARTMENT of RECREATION & LEISURE SERVICES

97 Saskatchewan Ave. East

PORTAGE LA PRAIRIE, MANITOBA

R1N 0L8

EXCEPT WHERE EXTENDED BY ADDENDUM, PROPOSALS RECEIVED LATER THAN THE TIME STATED ABOVE WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED

INQUIRIES AND SUBMISSIONS MARKED "PRRA Food Services – "09 PRRA 06"

MAY BE MADE TO:

Ms. Jennifer Sarna
Director of Recreation and Leisure Services
City of Portage la Prairie
97 Saskatchewan Ave East
Portage la Prairie, MB R1N 0L8
Ph: 204-239-8323

Proposal Package No. _____

INSTRUCTIONS

I.1 REQUEST FOR PROPOSAL NUMBER & TITLE

For our reference, the Request for Proposal Number is 09 PRRA 06 – PRRA Food Services.

I.2 BACKGROUND

This request comes from the Portage Regional Recreation Authority Inc. (PRRA), a newly created not-for-profit organization funded by the City of Portage la Prairie and Rural Municipality of Portage la Prairie. The mandate of the PRRA is to serve as the governing body for the direct provision of recreation services and facilities to the residents of the City and RM.

It is the intent of this Request for Proposal that the contractor will provide food services within the PCU Centre, and possibly Splash Island, for the provision of food services and optional, limited catering services.

Splash Island is located on Island Park and is open seasonally from June until early September. On average 32,000 patrons visit the facility each summer to enjoy public swim, private rentals and swimming lessons. The facility was built in 2001 and continues to be a valuable recreation destination for residents and tourists alike. The facility features two large water slides, a double wide kiddie slide, a bubble bench area, zero depth entry, splash features and a park like setting. The main building at Splash Island houses change rooms and lockers for men and women and a few family change rooms. Splash Island is adjacent to Island Park which features a new playground, tennis courts, picnic sites and washroom facilities. (Schedule A)

The PCU Centre is a \$40 Million dollar recreation multiplex, unique to Manitoba. It is presently under construction and anticipated to be operational in time to host the 2010 Power Smart Manitoba Games March 7 – March 13, 2010. The PCU Centre will offer a variety of sport, recreation and wellness programs and services for all ages and abilities. It features over 150,000 square feet of recreation space including a main NHL regulation size ice surface with 1,673 folding seats, in-floor heating, upper concourse with two lane walking track and 300 person standing room capacity on the concourse, two concession booths, 7 dressing rooms and a club room home to the successful Portage Jr. A Terriers Hockey Club, media and sound room, client entertainment rooms (box view), wheelchair access and community room. Construction of a second NHL size arena has begun and is attached to the main arena. This second arena can seat an additional 300 people and will include another four dressing rooms.

The PCU Centre also boasts Manitoba's largest wave pool in the new aquatic centre, Shindleman Aquatic Centre. The Shindleman Aquatic Centre also includes an indoor 212 foot water slide, 14 person whirl pool, zero depth entry, lazy river, bubble pit, spray features, water vortex and up to six -25 meter lanes for fitness or competitive swimming.

Other amenities in the PCU Centre include a 4,000 square foot wellness centre, equipped with 24 stations of fitness equipment, main floor concessions, skate sharpening, retail area, a 3,500 square foot multipurpose room for up to 230 capacity social functions, offices for the PRRA employees, Canskate/public skate area, Men's, Women's and Universal change rooms, and a grand atrium with beautiful views of Crescent Lake and Island Park. (Schedule B)

The new PCU centre replaces the aged Portage Centennial Arena.

I.3 GENERAL

Food services shall mean concession services, with the option as well to provide on-site, limited catering services. Food services includes the supply of small wares, single services paper goods, the hiring and supervision of staff, the purchase of all foods and other materials, their transportation, security, storage, the preparation and serving of food, washing of utensils, the washing and cleaning of serving areas, the cleaning and washing of all concession facilities, the cleaning and laundering of all uniforms, aprons, and towels required for the efficient operation of food services/non-alcoholic beverage services and the purchase of additional equipment required by the contractor to provide said services.

Provision of services for Splash Island are optional and are anticipated to commence on or about May 28, 2010. Concession services for the PCU Centre would be required upon public opening of the facility, which is anticipated for Saturday, February 27, 2010.

Limited catering services is an option for consideration and is limited to the scope of food preparation that can be accommodated from the concession or preparation kitchen areas. If the limited catering option is not of interest to the proposer, renters in the PCU Centre may be permitted to hire and bring outside businesses to cater on the premises.

I.4 PRRA PROVISIONS

The PRRA will provide the following:

1. General Concession Equipment & Floor Plans
(Please refer to equipment list as attached as Schedule C)
2. Rental Administration
 - a. To coordinate all rentals for catering services and to collect all facility rentals and/or catering charges (where applicable).
3. Non Concession Facility Equipment such as:
 - a. Tables, chairs, tablecloths, p/a system
4. Non Concession Facility Maintenance
 - a. Specifically, cleaning and repair to non concession areas
 - b. excluding janitorial services to concessions.
5. Exclusive use of:
 - a. concession areas as identified in Schedule B
 - b. storage unit as identified in Schedule B
6. Shared use of:
 - a. Community kitchen (preparation kitchen must be booked with PRRA for contractor use)
 - b. Cleaning area (janitors require access through room to their space)

I.5 PROPOSAL DESCRIPTION/SCOPE

1. The PRRA shall grant to the Contractor the right to provide courteous and varied food service to persons or organizations who rent the PCU Centre and concession services to the general public at the PCU Centre (Splash Island concession services is optional) for a specified term. Rentals shall be managed by the PRRA and offered the food services of the contractor based on a limited catering menu. Any special services requested by patrons, which are not normally provided by the contractor will be negotiated and supplied upon the decision of the PRRA.

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2. The term may be a two year period, however, during the first 6 months, an evaluation of the contractor will be held by the PRRA to review operations and any adjustments required and agreed to by either party. Options to extend the agreement may also be considered.
3. Food and concession services are to comply with any agreements with product suppliers that have been entered into by the PRRA. Exclusivity rights for carbonated beverages, waters, sport beverages, non-alcoholic drinks, cold tea and cold coffee products will be awarded to a specific supplier as per the Beverage Service Agreement. The PRRA maintains the right to a pre-determined percentage of any rebate program offered through the Beverage Service Agreement.
4. The PRRA has entered into a 20 year agreement for the naming rights to both concessions in the PCU Centre only. During the term of the Naming Right Agreement, the PRRA shall require the concession operator to supply to the public food and beverage products made by McCain Foods International. The name of the Concession shall be at the discretion of the McCain Foods International.
5. It is the intent of the PRRA to serve alcohol in the main and second arena under a separate Spectator Activities License through the Manitoba Liquor Control Commission. There is no requirement from the concession operator to support the service of alcohol under the Spectator Activities License, as the PRRA intends to contract certified bar tenders for this license option.
6. Furthermore, it is also a consideration for the service of alcohol under a Dining Room License, if approved by the Manitoba Liquor Control Commission (MLCC). The PRRA will maintain the responsibility to comply with the terms and regulations of such license. The dining room area will be considered the seating area across from the main floor concession in the atrium.
7. The PRRA shall reserve the right to allow persons who have rented the facilities for a special major event of a Provincial, National or International nature (i.e. Manitoba Safeway Select, Royal Bank Cup, Western Canadian Senior Open Fast Pitch) to negotiate with the contractor to supply food, beverages and advertising in said facilities. Arrangements for the provision of beverages and advertising during a special major event as defined, are to be considered outside of the proposed food service agreement and negotiated accordingly.
8. The contractor shall be responsible to obtain liability and property damage insurance in the amount of two million dollars (\$2,000,000.00) inclusive per occurrence and subject to the approval of the PRRA.
9. The contractor will be required to provide the PRRA, on an annual basis, with either of the following, in an amount not less than three thousand dollars (\$3,000), a performance bond or an irrevocable letter of credit.
10. Proposals must include a list of such catering services with prices as proposed by the contractor as well as the menus for such catering services as well as concession services for all concessions of interest.
11. The Contractor will be required for the daily cleaning and operation of the concessions, designated dining room areas, and preparation kitchen (if used) and related storage areas.
12. The PRRA shall provide most utilities for the operation including heat, water, power, but excluding telephone, internet and propane.
13. The Contractor shall provide the PRRA with projected hours of operation, on a daily basis, (and optional seasonal basis for Splash Island) for concession services. It is expected that concession services be available for whenever the aquatic centre, fitness centre or either arena is open to the public.
14. The Contractor will have first right of refusal to provide catering services to rentals of the PCU Centre (and optional Splash Island). In the event of refusal, the PRRA may permit the renter to contract catering services to another party.

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15. The Contractor will be restricted to providing said food services in the spaces provided on the premises only. The contractor agrees not to carry on any business on the premises other than that agreed to and shall not cook any food other than that to be sold on the premises without written approval from the PRRA.
16. Submissions must state the proposed commission to the PRRA in the form a fixed percentage of the gross income for each catering services and concession services to be paid monthly. The Contractor will be required to report to the PRRA within 15 days after the last day of each month during the term of the agreement the total revenues received.
17. The PRRA will maintain the right to install vending machines at any or all PRRA operated facilities.
18. If the dining room license option is exercised, the contractor will be responsible for the set up of dining room areas (including tables and table cloths, chairs and any other renter requests), interim set up and removal of such items after each catering service provided by the contractor.
19. The contractor will be responsible for the maintenance and replacement of broken or lost inventory such as cookware, dishes, and utensils and upon the completion of each contractual year, the contractor will provide a complete inventory listing.
20. The contractor will be required to comply with provincial and federal health standards and will submit copies of all health inspector reports to the PRRA.
21. The contractor will be responsible to employ required staff for food services and ensure they are capable to perform the duties of providing quality food services on behalf of the PRRA, having completed any required food handling safety courses.
22. All employees of the contractor will be required to wear appropriate identification and acceptable uniforms as mutually agreed to by both the contractor and PRRA.
23. The contractor shall remove any garbage from designated pick up areas and clean the eating area after normal hours to the satisfaction of the PRRA on a daily basis.
24. The Contractor must be incorporated or bondable prior to operation commencing and provide such evidence to the PRRA.
25. The Contractor must comply with the requirement of the Worker's Compensation Act of Manitoba.
26. The Contractor agrees not to carry out any renovations or changes without the prior written approval of the PRRA.
27. The Contractor agrees to indemnify and save harmless the PRRA against and from any and all claims by or on behalf of any person or person, firm or firms, or corporation or corporations, arising from the conduct or any work by or through any act of negligence of the agreement of any assignee, agent, contractor, servant or employee of the contractor and against and from all costs, counsel fees, expenses and liabilities in or about any such claim or action or proceeding brought therein.

1.6 TIME AND DATE FOR FINAL RECEIPT OF PROPOSALS

Time and Date Set for Final Receipt of Proposals:

Time: 2:00 p.m. local time

Date: Friday, December 18, 2009

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At: Portage Regional Recreation Authority Inc. (PRRA)
97 Saskatchewan Ave East
Portage la Prairie, MB R1N 0L8

Except where extended by Addendum, Proposals received later than the time stated above will not be accepted and will be returned unopened.

I.7 PROPOSAL SUBMISSION

The Request for Proposal Submission shall be submitted enclosed in a sealed envelope. The envelope must be clearly marked “PRRA Food Services 09 PRRA 06” and with the Proposer’s name and address. **LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED.**

Samples or other submissions required to accompany the Proposal Submission may be packaged separately, but shall clearly be marked with the Request for Proposal Number, the Proposer’s name and address, and an indication that the contents are supplemental to his Proposal Submission.

Request for Proposal Submissions shall be submitted no later than the Time and Date Set for Final Receipt of Proposals in clause I.6.

Except where extended by Addendum, Request for Proposal Submissions received after the Time and Date Set for the Final Receipt of Proposals will not be accepted and will be returned unopened.

Please note the proposal submissions will not be accepted by facsimile transmission or electronic mail.

I.8 SIGNATURES

The Proposal Submission shall be signed in accordance with the following requirements:

- 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 firm or business shall be printed immediately above the signature of the partner or partners who have authority to sign for the partnership; or
- 4) If the Proposal is submitted by a corporation, the full name of the corporation shall be printed immediately above the signature of its duly authorised 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.
- 5) The signatures of persons bidding must be in their respective handwriting.

Proposals submitted by agents proposing to represent principals must be accompanied by a Resolution of the principals or by an irrevocable Letter of Authority and Direction from the principals in a form satisfactory to the PRRA Solicitor showing that the agents are duly authorised to sign and submit the Proposal Submission on behalf of the principals, which Contract, when so executed, will bind the principals and have the same effect as if it were duly signed by the principals.

I.9 DISCREPANCIES

Proposers, who find discrepancies or omissions in the Request for Proposal Package or are unsure of the meaning or intent thereof, shall notify the Director.

It is at the discretion of the Director of Recreation and Leisure Services if it is recommended to issue Addenda to all Proposers.

Addenda will be issued at least seventy-two (72) hours prior to the Time and Date Set for Final Receipt of Proposals. Proposers are advised to direct all questions or comments to the Director of Recreation at least one hundred and twenty (120) hours prior to the Time and Date Set for Final Receipt of Proposals to all time for the preparation and distribution of necessary Addenda.

Notwithstanding the generality of the foregoing, the Director of Recreation may extend the Time and Date Set for the Final Receipt of Proposals at any time for cause.

Oral interpretations made to any Proposer shall not affect a modification of any provision of the final Contract Documents.

I.10 COMPLIANCE WITH LAWS

The supplier or contractor shall comply with and the work shall be in compliance with all laws of the Dominion of Canada, Province of Manitoba, and the By-Laws of the PRRA.

I.11 TERMINATION OF THE AGREEMENT

1) If the contractor defaults in the performance of any of its obligations under the agreement, the PRRA may give the contractor written notice of such default and the contractor will have five (5) days to rectify the default or commence rectification to the satisfaction of the PRRA, failing which the PRRA acting reasonably may:

- i) remedy such default itself and charge the cost thereof to the contractor,
- ii) terminate the agreement without further notice to the contractor.

2) Either party shall have the right to terminate the agreement any time by giving written notice to the other party specifying a date of not less than sixty (60) days after giving such notice.

3) If the contractor:

- i) commits an act of bankruptcy within the meaning of The Bankruptcy Act of Canada, makes a voluntary assignment under said Act, is declared a bankrupt under the said Act, makes arrangements with his creditors under any Federal, Provincial insolvency legislation or on an informal basis in or out of Court, or becomes insolvent or;
- ii) has any of its property in or upon the said concession facility or used in connection with food service seized and the same is not released or discharged within forty-eight hours of such seizures; or
- iii) is prohibited in any manner from operating the food service and such prohibition is not removed or dismissed within forty-eight (48) hours of its commencement; or
- iv) changes substantially its status or capacity affecting its ability to operate the food service of a claim is made against it by the third party or by associate, agent, employee or servant of the contractor and such

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claim is of a nature which, in curtailing activities on or closing the whole or part of the site within forty-eight (48) hours; or

- v) fails, neglect or refuses to pay when due the sum of money owed to the PRRA under the terms of the agreement;

the PRRA may immediately terminate the agreement.

- 4) Upon such termination, the PRRA may take possession of the site together with all fixtures, equipment, furnishings, goods and chattels automatically become the property of the PRRA and all of the rights of the contractor under the agreement shall be deemed to have been assigned and made over to the PRRA without any formality or notice of any kind of nature whatsoever. Upon such termination, the PRRA may deal with the site, fixtures, equipment, furnishings and goods and services in whatever manner deems necessary, including the operation of the food service personally or otherwise without any compensation whatsoever to the contractor.
- 5) And upon such termination the PRRA may retain all rentals, security deposits and other amounts already paid by the contractor to the PRRA as additional compensation for the inconvenience caused by the event of the default, the who without prejudice to the right of the PRRA to claim other damages as it may have suffered as a result of such act, omission, breach, or default of the contractor.
- 6) The acceptance of the PRRA of any payment or rentals in whole or in part, for any period or periods following an act, omission, breach or default shall not be deemed a waiver of the right of the PRRA to exercise any other resource available to it.
- 7) Upon completion of the term of the agreement or upon the prior termination thereof, the contractor shall:
 - i) vacate the concession facility premises at its own expense and remove all of its personal property,
 - ii) deliver up to the PRRA all those items of equipment on the premises in the same condition as at the commencement of the agreement, reasonable wear and tear excepted.

I.12 ASSIGNMENT

The contractor shall not, without the prior written consent of the PRRA having been obtained, assign the whole or of any part of the agreement or subcontract any obligation contained in the agreement.

1.13 OPENING OF PROPOSAL SUBMISSIONS

Proposal Submissions will not be opened publicly.

I.14 WITHDRAWAL OF PROPOSAL SUBMISSIONS

Suppliers or contractors may withdraw their Proposal Submission without penalty at any time prior to the Time and Date Set for Final Receipt of Proposal submissions.

I.15 REJECTION OF PROPOSAL SUBMISSIONS

The PRRA may reject a Proposal Submission as informal, if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities.

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The PRRA may reject Proposal Submissions that are submitted by suppliers or contractors who, in the judgement of the Director are not qualified to conduct and complete the Work.

The PRRA may reject all or any part of any Proposal Submission and/or waive technical requirements if, in the judgement of the Director the interests of the PRRA so require.

I.16 PROPOSAL SUBMISSION EVALUATION

The rating of all proposal submissions shall be completed by the board of the PRRA for their approval and authorization to enter into an agreement.
