



Request for Proposal No. 10 PRRA 01

Request for Proposal

Skate Sharpening and Retail Opportunity

DEADLINE FOR RECEIPT OF PROPOSALS IS:

2:00 P.M. LOCAL TIME

DATE: Monday, February 1, 2010

LOCATION: Portage Regional Recreation Authority Inc.

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 Skate Sharpening & Retail Opportunity- 10 PRRA 01" MAY BE MADE TO:

Ms. Jennifer Sarna
Executive Director
Portage Regional Recreation Authority Inc.
97 Saskatchewan Ave East
Portage la Prairie, MB R1N 0L8
Ph: 204-239-8323

INSTRUCTIONS

I.1 REQUEST FOR PROPOSAL NUMBER & TITLE

For our reference, the Request for Proposal Number is 10 PRRA 01 – PRRA Skate Sharpening and Retail Opportunity.

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.

The PRRA intends to maximize its financial return from the lease but also to ensure that the development on site is an asset to the community – architecturally, socially, economically and environmentally. As per the City of Portage la Prairie zoning by-law No.7680 the PCU Centre is zoned P: Parks, Recreation and Open Space. Only merchandise that is considered an accessory to the use of the PCU Centre would be permitted such as hockey equipment, skate equipment, swim wear and accessories, and fitness clothing, for example.

It is the intent of this Request for Proposal that the proposer will first and foremost provide skate sharpening services within the PCU Centre in the space provided. Secondly, the option is there as well to offer retail as a complementary service to skate sharpening and use of the facility.

The PCU Centre is a \$40 Million dollar recreation multiplex, unique to Manitoba. It is presently under construction and anticipated to be operational for the grand opening February 27, 2010 and 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 on the south side. This second arena can seat an additional 300 people and will include another four dressing rooms, which is ideal for hosting tournaments and special events.

The PCU Centre also boasts Manitoba's largest wave pool in the new aquatic centre, Shindelman Aquatic Centre. The Shindelman Aquatic Centre 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. The pool is scheduled to open in late Spring 2010.

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 A)

The new PCU centre replaces the aged Portage Centennial Arena and the leased use of the Southport Aquaplex.

I.3 GENERAL

The addition of skate sharpening services available at the PCU Centre will enhance the participation and enjoyment of the many ice sport participants from minor hockey, ringette and the general public for open skate times. The skate sharpening services have a room designed specifically near the main arena entrance on the north side of the building. This space is approximately 13 feet x 11 feet or 143 square feet. It is lockable and visible with a large window and has power and includes an exhaust fan built into the room.

The retail outlet is located in the main atrium on the east wall, between the pool viewing area and the main reception desk. This will also be located along the same wall as the donor wall. This space has a large glass overhead door to remain visible during after hours. It measures approximately 14 feet x 12 feet or 168 square feet.

All proposers are required to completely familiarize themselves with the spaces offered prior to submitting their proposals, in order to determine all requirements associated with the lease and finishing improvements of the premises.

The PRRA does not warrant the accuracy or completeness of any information included in or attached to this request for proposal documents, or of any information at any time provided by the PRRA in connections with this request for proposal. Proponents should independently and at their own expense satisfy themselves as to the accuracy and completeness of such information and its applicability to their intended development of the site and to otherwise make such site investigations as they may consider necessary with respect to their proposal and intended development. The data provided herein are estimates and should not be construed as minimums or maximums.

I.4 PCU Centre Market Analysis

1. Based on current information and recent projections, the building traffic will be as follows:

Arena Visits:

- Daily – average of 200 persons/day for 35 weeks
- Tournaments/Special Events – 21 (based on 2009-2010 season)
- Junior A Games – 31 regular season home games
 - plus playoff season
 - average attendance a game is approx. 450 per game

Aquatic Centre Visits:

- Yearly – projected 20,000 patrons
- Yearly – splash island is 36,000
 - Plus pool rentals

Meeting Room Visits:

- 400 rental hours/year (projected)
- Approximately 100 program hours/year (projected)

Walking Track Visits:

- 4,000 pass holders (projected)

Fitness Centre Visits:

- 600 pass holders (projected)
- 4,225 drop ins (projected)

I.5 PCU CENTRE RENT/RETAIL REQUIREMENTS

a. Concept

The details of the rental/retail space would need to be determined in consultation with the proposer. The rooms are scheduled to be finished with polished concrete floors and the walls will be painted a basic colour to suit the interior design scheme. Ceilings are scheduled to be open concept. Exact measurements of the rooms can be arranged during a site visit, however, the skate sharpening room is approximately 13' X 11' = 143sq. ft. and the retail space is approximately 14 feet x 12 feet or 168 square feet. Point of Sales systems and telephone requirements would be the responsibility of the tenant. Modifications to the premises required by the Tenant's equipment will be the Tenant's responsibility. All other finishes and equipment shall be the responsibility of the Tenant; details of which should be in the proposal. Tenant will be responsible for the supervision of the premises during its business hours and the premises may be secured after business hours. Estimated hours of operation for the rental/retail space may depend on the type of service offered and should be included in the proposal.

b. Goods and Services

The proximity of the space to the main arena and pool facilities in the community and other health and wellness spaces will lend itself to family focused enterprises. The activities of the Tenant are only limited to those classified as Accessory Use in the City of Portage la Prairie.

c. Hours of Operation

During the Fall, Winter and Spring seasons retail outlets including skate sharpening should provide service during evening and weekends with hours of operation to be mutually determined by the PRRA and tenant based on needs. During the summer, days and hours of operation will be mutually determined. Initial operational hours could be set and then adjusted at a later date based on sales, with agreement of both parties. Proposals should indicate proposed hours and include a method of assessing sales and volume during operational hours to address any need to alter operational hours.

d. Pricing, Quality, Service

A lease requirement for PRRA tenants is that prices must be competitive with the prices of similar goods found elsewhere in the community. Service providers are expected to maintain good customer service, consistent operational hours and high quality product to attract and retain customers.

e. Tenant Improvements

To attract customers and provide a professional overall experience and product, it is important that the Tenant provide visually appealing and well-designed premises. Proposers shall prepare a specific budget for the cost of their proposed improvements.

In submitting a proposal to the PRRA, each proposer is required to provide the following:

- a detailed description, including pictures or drawings of the décor and signage of the space. All signage must conform to PCU signage plan which is available upon request.
- List of commercial equipment that would be used in the premises. All equipment must meet all current provincial codes and regulations.
- Estimated total project costs for the improvements, separating equipment costs from capital costs.
- Improvement schedule to complete the work and open to the public.

REQUEST FOR PROPOSAL – 10 PRRA 01

- Source of funding to finance the improvements as this will be helpful criteria used in the evaluation of the proposal.

Tenant is required to use the services of licensed professionals (eg. Electricians) where applicable and must provide as part of the proposal, information about the professionals planned to complete work.

Tenant may have access to the premises to conduct approved improvements of the premises as soon as possible and subject to approval from the construction company. The PCU Centre is scheduled to open publicly by February 27, 2010.

f. Lease Term

The lease term is negotiable and is contingent upon the financial investment the tenant makes in improving the premises. The maximum lease term shall be an initial term of five years (5) and one (1) five-year option to extend the lease.

g. Rent

Tenant will be required to submit monthly minimum base rent amount to be paid to the PRRA in accordance with the terms and conditions of the lease, and a percentage of its gross monthly sales (less sales tax and refunds) amount. All proposers must offer in their proposal a minimum base rent and a percentage rent for sales. If applicable, the base rent and percentage rent proposed are two of the criteria that will be reviewed to evaluate the proposals.

h. Utilities, Equipment Maintenance and Janitorial Service

The PRRA will be responsible for basic utilities such as electricity. Telephone and internet are the responsibility of the Tenant. Tenant shall perform or contract for its own cleaning and janitorial services for the premises. Tenant shall provide supplies, materials, tools, and equipment required to operate and clean the leased areas. This includes the cost to rent cleaning equipment and provide trash and recycling receptacles in the Premises.

i. Waste Disposal and Recycling

Access to the loading facilities will be granted in conformity with building occupant operational needs and policies. There will be a garbage dumpster adjacent to the building that may be used for non-recyclable waste disposal. Tenant will be expected to recycle its own materials and add them to the PRRA's recycling.

j. Parking

The Tenant's patrons shall have the right to park in the PCU Centre parking lots available. Any costs associated with staff parking shall be the responsibility of the Tenant.

k. Permits

Tenant is responsible for payment of all applicable permit fees, taxes etc., as a result of its lease.

l. Insurance

Tenant, at its sole cost and expense, shall insure its activities in connection with the lease and obtain, keep in force and maintain insurance. Tenants will be required to carry liability insurance to protect itself and the PRRA from liability during the term of the contract and at an amount determined sufficient by the PRRA.

REQUEST FOR PROPOSAL – 10 PRRA 01

m. Health and Safety Review and Inspections

The PRRA has jurisdiction to perform inspections of all facilities and inspections will be conducted regularly. All Tenants, their employees and /or contracts shall be responsible to ensure they follow all PRRA Health and Safety rules and regulations. Failure to do so may result in the cancellation of the lease.

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: Monday, February 1, 2010

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.

1.7 PROPOSAL SUBMISSION

The Request for Proposal Submission shall be submitted enclosed in a sealed envelope. The envelope must be clearly marked “PRRA Skate Sharpening & Retail Opportunity– 10 PRRA 01” 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.

The PRRA specifically reserves the right to concurrently negotiate with one or more Proposers in order to arrive at the final decision.

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

Proposals shall be submitted to the PRRA in a sealed envelope and include the following proponents:

- a. Name, address and phone number of operating company. Please provide list of the officers and their titles.
- b. The duration and extent of experience in the business and the experience of key personnel operating the business.
- c. A list of comparable operations with their locations, both currently active businesses and those operated within the last five years. Give length of time, name, address, and phone number of previous landlord of each operation (or of current lease).

REQUEST FOR PROPOSAL – 10 PRRA 01

- d. A description of business concept and service format. This should also indicate if the Proposal is for both the skate sharpening and retail space in the atrium, or one of the two. Include a complete proposed inventory listing, schedule of prices (2010 dollars) and the proposed days and hours of operation.
- e. Indicate the term, minimum monthly base rent for the space, and the percentage rent you propose to pay on gross sales. Provide a pro forma financial statement including sales and expenses you expect the business to generate for the first two-years of the lease with both income and expenses reported.
- f. Include at least one of the following (if available): a complete balance sheet or annual report of the last fiscal year of operation prepared by a qualified accountant or a copy of the most recent federal income tax return.
- g. A plan for the day to day management and supervision of the premises. This should include number of employees, sales registers, and minimum and maximum number of employees at peak times.
- h. A description of the approach to customer services.
- i. A description of the internal accounting program for: the method of recording, checking and reporting sales, including the proposed cash register system. Internal control of cash handling including the procedures for holding funds overnight, transporting funds to a bank, etc.
- j. A description of the premises improvements including design, layout, signage and a proposed equipment list for operations.
- k. The following items should also be included in the Proposal (Refer to Schedule B):
 - * estimated project costs with construction costs separated from equipment costs
 - * project schedule for completion of improvements
 - * source of funding and availability
 - * Contractor name and references
- l. A proposed marketing plan to promote business to the PCU Centre community.
- m. Description of the types of environmentally responsible business practices that the Proposer will use to recycle, minimize waste and reduce impact on the environment.
- n. Other information as the Proposer deems pertinent for consideration (training programs, personnel policies, references, suppliers, delivery and storage requirements).

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.

REQUEST FOR PROPOSAL – 10 PRRA 01

- 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 Executive Director.

It is at the discretion of the Executive Director of the PRRA 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 Executive Director may extend the Time and Date Set for the Final Receipt of Proposals at any time for cause.

I.10 COMPLIANCE WITH LAWS

The Tenant 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 lease agreement, the PRRA may give the Tenant written notice of such default and the Tenant 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 Tenant,
- ii) terminate the agreement without further notice to the Tenant.

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 Tenant:

- 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 premises seized and the same is not released or discharged within forty-eight hours of such seizures; or

REQUEST FOR PROPOSAL – 10 PRRA 01

- iii) is prohibited in any manner from operating and 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, if a claim is made against it by the third party or by associate, agent, employee or servant of the Tenant and such 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) 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.
- 5) Upon completion of the term of the agreement or upon the prior termination thereof, the contractor shall vacate the premises at its own expense and remove all of its personal property.

I.12 ASSIGNMENT

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

I.13 OPENING OF PROPOSAL SUBMISSIONS

Proposal Submissions will not be opened publicly.

I.14 WITHDRAWAL OF PROPOSAL SUBMISSIONS

Proposers 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.

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 Executive 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 and the award shall be made in the best interest of the PRRA. Evaluation criteria will take into consideration not only the proposed lease rate, but also the ability to offer a quality service to meet the needs of the PRRA and its patrons. The Board of the PRRA shall provide final approval and authorization to enter into a lease agreement.

Proposers not selected will be notified by mail.