



REQUEST FOR PROPOSALS

**Northern Rockies Regional Recreation Centre
Concession Operation**

Reference No. 2018-21

Closing Date: August 16, 2018



Request for Proposals No. 2018-21
**Northern Rockies Regional Recreation Centre
Concession Operation**

Description of Work

The Northern Rockies Regional Municipality (NRRM) invites proposals to operate the concession at the Northern Rockies Regional Recreation Centre, 5500 Alaska Highway, Fort Nelson, BC. This opportunity includes a large fully functioning kitchen with quality equipment that is set up and ready for operations. The successful proponent has the option to operate vending machines within the complex for additional revenue opportunities. Proposals will be accepted for either a structured monthly fee or for a percentage of gross monthly sales or a combination of both. Interested parties are encouraged to view the space for more information.

RFP documents may be obtained from the NRRM Recreation Centre or the NRRM website at www.NorthernRockies.ca

Key Dates

Closing Date..... Thursday, August 16, 2018

Closing Time 2:00 PM Local Time

SECTION A: BID CONDITIONS

A1. Delivery of Submissions

All submissions must be received in a sealed envelope clearly marked

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and must be received by the Northern Rockies Regional Municipality office at the address below no later than the RFP closing time, by one of the following acceptable methods of delivery:

i. In person or by courier

Deliver DIRECTLY AND ONLY to the following address. The submission being delivered should be in a sealed envelope marked on the outside with the Proponent's name, title of the project and reference number:

**Attn. Ross Coupé, Corporate Manager
Northern Rockies Regional Municipality
Bag Service 399, 5319 50th Avenue South
Fort Nelson, BC V0C 1R0**

ii. Email transmission

Contact the Fort Nelson Notary Public by phone at 250-774-2240 to confirm arrangements. A cover page marked with the Proponent's name, title of the project and reference number must be included. The Bidder assumes full risk for delivery to, and receipt of the faxed/emailed submission by, the Fort Nelson Notary Public.

Late submissions will not be accepted or considered, and will be returned unopened.

A2. Bid Inquiries

All inquiries in relation to this request for proposals can be directed to:

Harvey Woodland, Director of Recreational Services
Email: hwoodland@northernrockies.ca
Phone: 250-774-2541 ext.2081

A3. Confidentiality

Information pertaining to the Northern Rockies Regional Municipality obtained by the bidder as a result of participation in this Request for Proposal is confidential and must not be disclosed without written authorization from the Northern Rockies Regional Municipality.

A4. Freedom of Information

All Competitive Bids submitted become property of the Northern Rockies Regional Municipality. Proponents should be aware that the Municipality is a public body defined by, and subject to, the British Columbia *Freedom of Information and Protection of Privacy Act*, and may be required to disclose the contents of a bid pursuant to the Act. To request documentation or bid confidentiality under the Act, Bidders must submit a covering letter with their Bid detailing the specifics of the request.

A5. Negotiations

The lowest or any submission may not necessarily be accepted; acceptance will depend on meeting the Northern Rockies Regional Municipality's financial, operating and technical needs.

At its sole discretion, the Municipality reserves the right to reject any or all Responses received and to accept any response that it considers advantageous. Prior to awarding a contract, negotiations may be necessary with the successful bidder, whether or not you are the lowest priced Respondent, without any obligations to any other Respondents, to ensure services and contract costs meet the Municipality's requirements.

A6. No Obligation to Proceed

This RFP is not a call for tenders or a request for binding offers and no contractual or other legal obligations shall arise between the Municipality and any Bidder as a result of the issuance of this RFP.

SECTION B: EVALUATION PROCESS

B1. Bid Review

The NRRM will evaluate proposals and will select a contractor on the basis of monetary value to the Regional Municipality, experience of the Contractor, amount of service provided (with preference given to year round service), quality of proposal, the proposed menu and proposed retail/food prices. Other factors that may enter into the decision are the expertise, and responsiveness of the specific individual(s) who would directly provide the service requested.

B2. Submission Contents

i. All Proposals must include:

- *Section E Bid Form* completed and signed
- Proposed hours of operation
- Any other information the proponent feels would be relevant to the submission
- The proposed monthly fee to be provided to the Regional Municipality

ii. All Proposals *should* include:

- A proposed menu including item prices
- A resume demonstrating relevant experience

SECTION C: CONTRACT CONDITIONS

C1. Contract Period

The contract term will be one or two year with the option to renew for an additional one or two year term at the Municipality's request, with possible extensions.

C2. Payment

The Contractor shall make monthly payments to the Regional Municipality, due on the 10th day of each month.

C3. Contract Document

By submission of a Bid, the Bidder agrees that should its Bid be successful, the Bidder will enter into a Contract with the Northern Rockies Regional Municipality in accordance with the terms of General Service Agreement; a copy of which is attached as **Schedule A**.

SECTION D: SPECIFICATIONS AND DETAILED INFORMATION

D1. The Northern Rockies Regional Municipality will provide the following:

- i. Space in the Northern Rockies Regional Recreation Centre to operate a food service operation.
- ii. Water, sewer, electrical, and a garbage receptacle.
- iii. Facility schedule and a calendar and/or timely notification of special events.
- iv. Cooperative consultation with the contractor regarding hours of operation. The Regional Municipality reserves the right to close the operation for periods of time, should events or circumstances warrant.
- v. Equipment as outlined in the attached Recreation Kitchen Equipment Schedule.

D2. General Requirements

- i. The Contractor shall supply all equipment necessary to operate the concession, except as noted in the attached Equipment Schedule.
- ii. The Contractor will hire competent, trained and polite staff to operate the Premises, keeping in mind that this is a public, family-oriented facility.
- iii. The menu and prices will require prior approval by the Regional Municipality. The NRRM strongly encourages healthy options as defined in the Guidelines for Food and Beverage Sales in BC Schools. Further, no energy drinks shall be sold on the premises.
- iv. The Contractor has the opportunity to operate vending machines located in the Northern Rockies Regional Recreation Centre.
- v. The Regional Municipality may from time to time permit other contractors to operate food services on a limited basis for special events and functions.
- vi. Structural changes to the kitchen, fixtures or equipment will not be permitted. The installation of moveable fixtures and small appliances will be subject to the approval of the Director of Recreation Services.

D3. Specific Requirements:

- i. Concession upgrades and repairs to any damage is the full responsibility of the Contractor. The NRRM will maintain and repair equipment that is provided as per the equipment schedule.
- ii. It shall be the responsibility of the Contractor to remove kitchen waste to a waste receptacle which will be provided by the Regional Municipality. The Regional Municipality shall bear the cost of the waste removal from this receptacle.

D3. Specific Requirements:

- iii. The Contractor shall be responsible for all janitorial services as required for the acceptable upkeep and cleanliness of the concession facility and associated seating and eating/tables area, and for all equipment in the concession facility including the combination grill/fry top. This further includes sweeping and mopping the concession lobby area.
- iv. The Contractor shall at its own expense provide the Regional Municipality a comprehensive general liability insurance policy in an amount of not less than two million dollars, naming the Regional Municipality as additional insured. The insurance shall be maintained during the term of this agreement and shall insure both the contractor and the Regional Municipality.
- v. The Contractor shall be held liable and responsible for the costs and repairing or making good any damage or marring of Regional Municipality property caused by their agents in fulfilling the terms of this contract, and shall at all times leave work areas clean and tidy.
- vi. The Contractor shall assume all risk of loss, damage or injury to their property, or to the persons or property of their servants, agents or employees.
- vii. The Contractor shall provide Worker's Compensation coverage for all workers on their payroll.
- viii. The Contractor shall provide at their expense all necessary licenses and permits and be solely responsible for observing and complying with all provisions Federal, Provincial and local regulations relating to the operation of a food service in this contract including a Northern Rockies Regional Municipality business license.
- ix. The Contractor is responsible for semi-annual professional cleaning of the range hood and exhaust fan as well as the draining of the oil vat in an environmentally responsible manner.
- x. Proposals will be accepted for either a structured monthly fee or for a percentage of gross monthly sales or a combination of both. Detailed financial statements are required if the proposal is for a percentage of gross monthly sales



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SECTION E: BID FORM

Request for Proposal:	Recreation Center Concession Operation 2018-21
Closing Date:	Thursday, August 16, 2018 at 2:00 PM Local Time
Firm Name:	
Address:	
Phone No:	Fax No:
Email:	

The undersigned Bidder has carefully examined the Conditions and Specifications for the work requested and will provide the goods and services required.

Signature of Authorized Signatory:

Print Name and Title:

This Proposal is valid for _____ days.

Total Price/Month (not including GST): _____

OR

Percentage of Gross Monthly Sales: _____



Request for Proposals No. 2018-21
**Northern Rockies Regional Recreation Centre
Concession Operation**

SCHEDULE A: KITCHEN EQUIPMENT SCHEDULE

Description: Main Kitchen Concession

- | | |
|----------------------------------|------------------------------------------------------|
| 1. Hand Sink | 22. Griddle with oven |
| 2. Work Table | 23. Range with storage base |
| 3. Over shelf (2) | 24. Service counter (2) |
| 4. Microwave oven | 25. Sandwich unit |
| 5. Reach-in refrigerator | 26. Soup warmer |
| 6. Dish tables (2) | 27. Heated display |
| 7. Pre-rinse unit | 28. Hot dog cooker |
| 8. Disposal | 29. Warming drawer |
| 9. Dishwasher with booster | 30. Utility cart |
| 10. Condensate canopy | 31. Shelving – dry |
| 11. Detergent dispenser | 32. Walk-in assembly |
| 12. Under-counter hose reel | 33. Refrigeration system – cooler |
| 13. Dish rack (2) | 34. Refrigeration system – freezer |
| 14. Sink unit | 35. Compressor rack |
| 15. Slicer | 36. Shelving walk in |
| 16. Stainless steel service wall | 37. Condiment corner |
| 17. Exhaust hood | 38. Corner guards |
| 18. Fire suppression system | 39. Panini Grill ⁱ |
| 19. Convection oven | 40. Display Cooler, 36" ⁱⁱ |
| 20. Steam & stand (3 pan) | 41. Display Cooler, 60" ⁱⁱⁱ |
| 21. Fryer | 42. Stainless Steel worktable, 36"x24" ^{iv} |

ⁱ Added September 02, 2014

ⁱⁱ Added September 02, 2014

ⁱⁱⁱ Added September 02, 2014

^{iv} Added October 08, 2014



NORTHERN ROCKIES REGIONAL MUNICIPALITY

**Northern Rockies Regional Recreation Center
Concession Operation Agreement**

THIS AGREEMENT is dated for reference the ____ day of _____, 2018.

BETWEEN:

Northern Rockies Regional Municipality
Bag Service 399, 5500 Alaska Highway
Fort Nelson, BC V0C 1R0
Phone Number: 250-774-2541
Fax Number: 250-774-6794
(the "Municipality")

AND:

LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR
ADDRESS
POSTAL CODE
FAX NUMBER
(the "Lessee")

WHEREAS the Landlord is the registered owner of the Property, Building and Leased Premises herein defined; and,

WHEREAS the Lessee has requested the Landlord and the Landlord has agreed to lease to the Lessee those portions of the Building herein defined on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE this agreement witnesses that:

1. INTERPRETATION

In this lease:

'Building' means the Building municipally known as the Northern Rockies Regional Municipality Recreation Centre, 5500 Alaska Highway, Fort Nelson, British Columbia which Building is situate on the Property and includes all buildings, structures, fixtures and improvements owned by the Tenant on the Leased Premises.

'Insurable Hazards' means fire & other perils for which insurance is available and which a reasonably prudent Landlord would obtain in similar circumstances.

'Leased Premises' means that portion deemed "Kitchen/Concession" on the plan attached as Schedule B.

1. INTERPRETATION

'Lease Year' means a 12-month period commencing with the 1st day of January in one calendar year and ending on the last day of December of that calendar year; the first Lease Year shall commence on the Commencement Date of the Term & renewals and end on the last day of December next following, and the last Lease Year shall end on the last day of the Term and renewals thereof of this lease and commence on the 1st day of January preceding that date.

2. TERM

- 2.1 To have and to hold the Leased Premises for and during a term of (1) one or (2) two year (the "Term") commencing on the ___ day of _____, 2018 and terminating the ___ day of _____, 2019 or 2020.
- 2.2 Subject to both parties agreeing at the time, the Term of the Contract may be renewed for a further period of (3) one year periods or (1) two year period, upon the same terms and conditions as contained herein, save and except remuneration which item shall be negotiated at the time of renewal.

3. LEASE FEE

- 3.1 The Lessee agrees to pay a monthly fee of _____ (plus applicable taxes) for each month of the winter season (September through April) of each calendar year of the contract. The Lessee agrees to pay a monthly fee of _____ (plus applicable taxes) for each month of the summer season (May through August) of each calendar year of the contract.
- 3.2 All monthly fees are due and payable by close of the tenth business day of each current month.
- 3.3 The Regional Municipality has the right to re-enter the premises on failure to pay the lease fee by the Lessee, and to observe and perform any of the covenants contained in this lease agreement.

4. SCOPE OF SERVICES

The Regional Municipality shall also provide the following services:

- 4.1 Payment of heating and lighting costs for the concession facility. Note: The Regional Municipality shall not be liable to the Lessee for any damage or loss caused by the lack of heat, gas, power, or water or other event within or beyond our control.
- 4.2 Replacement of fluorescent light tubes.

4. SCOPE OF SERVICES

- 4.3 Recreation centre maintenance staff will perform a thorough semi-annual cleaning of the Arena Concession Seating Area (see Schedule “B”) at which time all furniture will be moved and the floor will be machine cleaned.

5. DUPLICATION OF SERVICES

- 5.1 The Regional Municipality may from time to time permit other vendors to provide food services on a limited basis for special events and functions such as, but not restricted to, the Trade Show, Craft Fair, and Curling events for its patrons.
- 5.2 It is further recognized that on-site vending services may be provided by the Lessee within the perimeter of the Arena Concession Seating Area (see Schedule B). However, the Northern Rockies Regional Municipality reserves the right to operate on-site vending machine services elsewhere in the building and/or to enter into an agreement for the provision of such with another vendor.

6. LESSEE SCOPE OF SERVICES

- 6.1 The Lessee will provide all food, tableware products and equipment as required maintaining the following items as the minimum menu.
- 6.2 The menu must consist of at least a minimum of 40% healthy options as defined as the ‘Choose Most’ category in the *Guidelines for Food & Beverage Sales in BC Schools*, Ministry of Education & Ministry of Healthy Living and Sport, Updated August 2010. Further, no energy drinks shall be sold.
- 6.3 The Lessee will provide regular hours of operation for approval with consideration for peak seasons, considering the following sample for negotiation:

Winter Hours September 1 – April 30		Summer Hours May 1 – August 31	
Monday to Friday	11:00 am – 9:00 pm	Monday to Friday	11:00 am – 7:00 pm
Saturday	8:00 am – 6:00 pm	Saturday	12:00 pm – 6:00 pm
Sunday	11:00 am – 6:00 pm	Sunday	12:00 pm – 6:00 pm

- 6.4 The times specified above are minimum requirements; expanded hours may be requested and will be subject to approval of the Director of Recreation Services.
- 6.5 Should there be a requirement for a reduction in hours, the Director of Recreation Services or his designate and the Lessee shall meet and mutually agree to said reduction in hours.

6. LESSEE SCOPE OF SERVICES

- 6.6 The Lessee will provide food service at prices comparable to those being charged elsewhere in the community.
- 6.7 The Lessee will meet at all times those standards established by the Provincial Ministry of Health and any other required legislation.
- 6.8 The Lessee agrees to provide all janitorial services as required for the acceptable upkeep and cleanliness of the Kitchen Concession facility and equipment, and the Arena Concession Seating Area (outlined in Schedule "B") which includes sweeping and mopping within the area and the cleaning of all furniture surfaces and equipment. It is further noted that Rec. maintenance staff will perform a thorough semi-annual cleaning of the Arena Concession Seating Area at which time all furniture will be moved and the floor will be machine cleaned.
- 6.9 The Lessee must be in possession of a Business License with the Town of Fort Nelson.
- 6.10 The Lessee is to ensure that the concession is properly secured at all times when not in use. This requirement shall include, but not be limited to; ensuring monies or other easily removed valuables are not left on site unless required. The Regional Municipality will not assume any responsibility for lost or stolen property, product, or monies.
- 6.11 It is expressly recognized by both parties that the Recreation Centre may remain closed on statutory holidays, and therefore the services of the Lessee may not be required on those days. The Director of Recreation Services or his designate will provide as much advance notice of statutory holiday closure to the Lessee as possible.
- 6.12 The concession facilities must be appropriately maintained to provide adequate levels of service. Lessee must provide adequate adult supervision during all hours of operation. Further, the Lessee will hire competent, trained and polite staff to operate Premises, keeping in mind that this is a public, family-oriented facility.
- 6.13 It shall be the responsibility of the Lessee to remove kitchen waste to a waste receptacle which will be provided by the Regional Municipality. The Regional Municipality shall bear the cost of the waste removal of this receptacle.
- 6.14 The Lessee shall assume all risk of loss, damage or injury to his person or property, or to the person or property of his/her agents or employees.

7. INSURANCE

- 7.1 The Lessee covenants and agrees with the Regional Municipality to carry and maintain a minimum of Two Million (\$2,000,000.00) Dollars of public liability insurance against loss of damage to any person or property in or on the premises and hereby agrees to name the Regional Municipality as an additional named insured against any and all such claims or demands and costs.
- 7.2 The Lessee shall provide Worker's Compensation coverage for workers on their payroll. The Lessee shall indemnify and save harmless the Regional Municipality from any and all liability and whatsoever that might result from the Lessee' failure to pay Worker's Compensation assessments or taxation that arises out of the Lessee providing service under this agreement.
- 7.3 The Lessee further covenants and agrees to indemnify and save harmless the Regional Municipality against any and all claims, suits or causes of action by or on behalf of any person (as identified in the "Interpretation Act") arising out of the conduct of management or use of said premises, and from the neglect of the Lessee, her agents, or employees and from any accident, damage, injury whatsoever caused, to any person in or about said premises.
- 7.4 The Lessee shall provide copies and any amendments thereto of all such insurance documents noted in subsection (1) and (2) above the Regional Municipality prior to taking occupancy of the concession facility and whenever amendments occur.

8. INSPECTIONS /OPERATIONAL REVIEWS

- 8.1 The Regional Municipality reserves the right to conduct bi-monthly inspections of the premises to ensure that an acceptable sanitary program is carried out. In the event that the concession facility is not sanitized to the satisfaction of the Regional Municipality reserves the right to direct the undertaking of a satisfactory sanitation program.
- 8.2 On a monthly basis, the Director of Recreation Services may review operations of the Lessee relative to determining public satisfaction with the operations, maintenance of a good quality of food and service, and maintenance of good relationships with suppliers, the public, the Regional Municipality and its staff, etc.

9. SUBLETTING/ASSIGNMENT

- 9.1 The Lessee shall not lease, sublet, assign, or otherwise delegate the Agreement without the written consent of the Northern Rockies Regional Council.

10. EQUIPMENT & DEVICES/STRUCTURAL CHANGES

- 10.1 Structural changes to the kitchen, fixtures or equipment will not be permitted. The installation of moveable fixtures and small appliances will be subject to the approval of the Director of Recreation Services.
- 10.2 The Lessee shall supply all equipment necessary to operate the concession except noted in Schedule "A". The Lessee's equipment must receive prior approval from the Regional Municipality. The Lessee will assume full risk and responsibility for any loss or damage to the equipment listed in "Schedule A".
- 10.3 The Lessee are responsible for semi-annual professional cleaning of the range hood and exhaust fan as well as draining of the oil vat in an environmentally responsible manner.
- 10.4 Maintenance of the concession and repairs to any damage is the full responsibility of the Lessee.
- 10.5 The Lessee shall be held liable and responsible for the costs and repairing or making good any damage or marring of Regional Municipality property caused by him or his agents in fulfilling the terms of this contract, and shall at all times leave work areas tidy.
- 10.6 The Lessee shall assume all risk of loss, damage or injury to his/her property.

11. LEASE AMENDMENTS

- 11.1 If either party wishes to propose an amendment to this lease agreement, they shall contact the other party giving fifteen (15) days notice, so that a mutually agreed date, time and place can be arranged to discuss the proposed amendment.

12. TERMINATION

- 12.1 If the Lessee fails to provide satisfactory performance as defined below in (12.2), the Regional Municipality may terminate this agreement upon 30 days written notice.
- 12.2 Unsatisfactory performance by the Lessee may mean, but is not limited to mean, acts of dishonesty in dealing with the public or suppliers, non-payment of suppliers or of the lease fee, deceit or misrepresentation, and any other action which reflects unfavourably on the Lessee or the Regional Municipality.

13. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.1 The Tenant recognizes that the Municipality is a public body subject to the Freedom of Information and Protection of Privacy Act and, as such, may be required to disclose documents exchanged between the parties and this agreement.

Signed, Sealed and Delivered this _____ day of _____, 20____ :

Authorized Signatories for the Northern Rockies Regional Municipality:

Authorized Signatory(ies) for the Contractor:

Bill Streeper, Mayor

Signature

Print Name, Title

Ross Coupé, Corporate Manager

Signature

Print Name, Title



Northern Rockies Regional Recreation Centre Concession Operation Agreement

SCHEDULE A: KITCHEN EQUIPMENT SCHEDULE

Description: Main Kitchen Concession

1. Hand Sink
2. Work Table
3. Over shelf (2)
4. Microwave oven
5. Reach-in refrigerator
6. Dish tables (2)
7. Pre-rinse unit
8. Disposal
9. Dishwasher with booster
10. Condensate canopy
11. Detergent dispenser
12. Under-counter hose reel
13. Dish rack (2)
14. Sink unit
15. Slicer
16. Stainless steel service wall
17. Exhaust hood
18. Fire suppression system
19. Convection oven
20. Steam & stand (3 pan)
21. Fryer
22. Griddle with oven
23. Range with storage base
24. Service counter (2)
25. Sandwich unit
26. Soup warmer
27. Heated display
28. Hot dog cooker
29. Warming drawer
30. Utility cart
31. Shelving – dry
32. Walk-in assembly
33. Refrigeration system – cooler
34. Refrigeration system – freezer
35. Compressor rack
36. Shelving walk in
37. Condiment corner
38. Corner guards
39. Panini Grill ¹
40. Display Cooler, 36” ²
41. Display Cooler, 60” ³
42. Stainless Steel worktable, 36”x24” ⁴

¹ Added September 02, 2014

² Added September 02, 2014

³ Added September 02, 2014

⁴ Added October 08, 2014

SCHEDULE B: ARENA CONCESSION SEATING AREA

