



THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

REQUEST FOR PROPOSAL

RFP NO. PR2021-03

Provide Canteen Food Service Operations at the

Vankleek Hill Community Centre/Arena

36 Mill Street, Vankleek Hill, ON

ISSUE DATE: July 12, 2021

CLOSING DATE: August 5, 2021

CLOSING TIME: 3:00 p.m.

Local Time in Champlain, Ontario, Canada

1. SUMMARY AND BACKGROUND

The Township of Champlain is seeking an individual or organization (*Tenant*) to provide Food Service Operations for patrons at the Vankleek Hill Community Centre/Arena canteen located at 36 Mill Street, Vankleek Hill, Ontario from October 1, 2021 to March 30, 2022, with option to renew the lease for three (3) three additional terms of six (6) months. The canteen is a self-contained municipally owned facility occupying approximately 430 square feet of floor space and approximately 60 square feet of counter space on the main floor inside the Vankleek Hill Community Centre/Arena. The facility also contains a regulation sized ice surface and a reception hall with bar on the second floor and the facility attracts approximately 25, 000 people per year.

The Vankleek Hill Community Centre is home to the Vankleek Hill Junior C Cougars. The team generally hosts over 20 home games and several playoff games during a season. The facility has several minor hockey tournaments and an annual adult hockey tournament during the operating season. There may also be special events from time to time that will be communicated to the Tenant.

With the COVID-19 Reopening of Ontario plan in place, it is confirmed that indoor sports WILL BE PERMITTED come the 2021-2022 ice season. The Township of Champlain (*Landlord*) is looking forward to the return to sports and looks forward to developing a strong partnership with the successful Tenant of the canteen.

2. GENERAL TERMS AND CONDITIONS

i. Site Visit

Site visits maybe coordinated as requested, by contacting Lisa Burroughs, Director of Parks and Recreation at 613-678-3003 or by emailing lisa.burroughs@champlain.ca.

ii. Submission of Proposals

Proposals are to be submitted on or before Thursday, August 5th, 2021 at 3:00 p.m. local time to:

Lisa Burroughs, Director of Parks and Recreation
Township of Champlain
948 Pleasant Corner Road East
Vankleek Hill, Ontario
K0B 1R0

iii. Process Schedule

The Township of Champlain intends to utilize the following schedule in completion of this process. The Township reserves the right to amend the schedule should it be deemed necessary.

Issuance of RFP – July 12, 2021

Deadline for inquiries/clarifications – July 29, 2021

Deadline for submissions – August 5, 2021

iv. Proposal Form

Sealed proposals must be submitted to the Township of Champlain using the **Canteen Proposal Submission Form, Appendix A** hereto, and shall be signed by the bidder, with their business address clearly indicated. The Township will not be responsible for any lost documents.

v. Cost of Submission

Bidders assume responsibility for all costs, expenses, loss, damage and liabilities incurred as a result of or arising from the invitation to bid.

vi. Rejection of Proposals

The following Proposals will be rejected:

1. Late Proposal
2. Proposal not completed in ink or by non-erasable medium
3. Incomplete proposal
4. Canteen Proposal Submission Form not signed
5. Canteen Proposal Submission Form not used

vii. Irrevocable

All proposals will be irrevocable for a period of ninety (90) days from the closing date of the Proposal or until a Contract is signed with the Successful Proponent, whichever comes first.

viii. Withdrawal of Proposals

Requests for withdrawal of proposals received prior to closing time will be allowed. However, withdrawal requests received after the closing time will not be allowed.

ix. Errors and Omissions

It is understood, acknowledged, and agreed that while this Request for Proposals includes specific requirements and specifications, and while the Township of Champlain has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the Township to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the bidders from forming their own opinions and conclusions with respect to the matter addressed in the Request for Proposals. There will be no consideration of any claim, after submission of Request for Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

x. Insurance

Indemnification and Hold Harmless Clause

The Tenant shall defend, indemnify and save harmless the Township of Champlain its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Tenant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Tenant in accordance with this Contract, and shall survive this Contract.

The Tenant agrees to defend, indemnify and save harmless the Township of Champlain from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Tenant's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Tenant in accordance with this Contract, and shall survive this Contract.

Commercial General Liability

The Proponent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Township of Champlain and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$2,000,000 occurrence with an aggregate of not less than \$4,000,000.
- (b) Add the Township of Champlain as an additional insured with respect to the operations of the Named Insured

- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
 - (d) Non-owned automobile coverage with a limit not less \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
 - (e) Products and completed operations coverage
 - (f) Broad Form Property Damage
 - (g) Contractual Liability
 - (h) Owners and Contractors Protective
 - (i) The policy shall provide 30 days prior notice of cancellation

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2, 000, 000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

Tenant's Legal Liability Insurance

Tenant's legal liability insurance for the actual cash value of the building and structures on the demised premises (\$2, 000, 000), including loss of use thereof.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement. A renewed copy of the certificate must be remitted to the Township on a yearly basis.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

xi. Restriction of Use

The premise shall be used as a canteen only. The canteen cannot be used for any purpose which may render the insurance on the Vankleek Hill Community Centre as void or voidable.

xii. Historical Performance

The Director of Parks and Recreation or designate reserves the right to disqualify and remove from the proposal process those whose historical performance has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations, of which the Director shall be the sole judge.

3. SCOPE

- i. The Township of Champlain (Landlord) will lease the canteen space to the successful bidder (Tennant) for the upcoming ice season (2021-2022) with option of renewal for an additional three (3) terms of six (6) months from October to March should all of the conditions in the Lease be met.
- ii. The Tennant is responsible for providing canteen services whenever the arena is open to the public (**see APPENDIX B – 2018-2019 Ice Schedule**)*. Hours may vary due to tournaments, special events, and ice bookings. Some discretion is used in consultation with the Landlord and the successful proponent. The successful proponent is responsible for operating the canteen and being open during arena business hours. As such, proponents must indicate, in their Proposal, that they are agreeable to operating the canteen during these hours, unless otherwise arranged with the Director of Parks and Recreation.
**Due to COVID, the 2019-20 and 2020-21 schedule are not typical.*

The first day of operation is anticipated to be October 01, 2021 however the Tennant is welcome to enter the space in September to setup.

- iii. The Tennant is responsible for hiring their own employees. All employees should be trained in safe food handling, health and safety, and must obtain a Police Vulnerable Sector Check.
- iv. The Tennant will be responsible for purchasing, payment and inventory management of all products and supplies required to the preparation and delivery of food and non-alcoholic beverage choices.
- v. The Tennant will sell food and drink (excluding alcoholic). The Municipality promotes active and healthy living and the canteen menu will reflect this vision. The canteen Tennant will provide a menu that will include traditional and healthy options as per the suggested outline:
 - Traditional snacks such as chips, cookies, chocolate bars
 - Healthy snacks such as granola bars, yogurt (tubes or other), muffins, fruit
 - Traditional meal items such as hotdogs, poutine, French fries, onion rings
 - Healthy meal items such as breakfast sandwiches, bagels and cream cheese, wraps
 - Traditional drinks such as soft drinks, coffee, tea
 - Healthy drinks such as yogurt drinks, water, juice
 - Added value healthy options – as proposed by the canteen Tennant
- vi. The Township of Champlain will provide:
 - existing utilities: electricity, water, garbage/recycling disposal;
 - janitorial services to the dining area only (not kitchen arena);
 - all building maintenance, grounds care, mowing and snow removal.

- vii. The term of the canteen operation will be for 6 months (October to March) and may vary according to ice time.
- v. The Township of Champlain will provide the following canteen equipment:
- Bronco Model 2152 Popcorn Machine - Serial number BP-8-2052
 - STAR Hot Dog Steamer - Serial number 35912794
 - GARLAND GD24GTH gas Hot Plate - Serial number 0602100139346
 - MKE Gas Fryer - Model Number FG100SE - Serial Number 9214236
 - Microwave Oven Moffat compact – Model MSC417-2 – Serial Number GB601989
 - Pizza Oven Wisco industries Inc. - Model 412-6 – Serial Number 2961
 - Fridge Magic Chef- Model RB214T - Serial Number R82147
 - Drink Storage fridge QBD Cooling Systems Inc. – Model 349521- Serial Number 1D980767632
 - Freezer WCI Canada Inc. – Model CG13CW1 –Serial Number WB34113044
 - Freezer Matsushita Electric – Model S112LKAA – Serial Number- 3491581
 - Deep fryer FUEGO & 2 paniers à frite – Model F4BJ
 - Master Chef double hot burner plate cooking- Model 043-1201-4 –Serial number AD9133/G22C
 - Keurig K Select single serve- Serial number: 4823004412075

The bidder will be responsible for ancillary equipment at their discretion (i.e frozen drink machine, pots and pans). All other desired equipment will be the responsibility of the successful bidder. The Director of Parks and Recreation should be notified and provide approval before any additional equipment is added to the canteen facility. Whether it be leased or owned. If such equipment is gas fired or requires permanent wiring it must be installed according to the current building code standards and inspected prior to use.

4. PROPOSAL SUBMISSION INSTRUCTIONS

i) Questions

Questions regarding the canteen Request for Proposals may be submitted by email to lisa.burroughs@champlain.ca until Thursday, July 29, 2021 at 3:00 p.m.

The Township of Champlain reserves the right to post relevant answers and/or issue addendums to the RFT on the Municipality's website (www.champlain.ca) for review by all potential bidders.

ii) Proposal Submission and closing date

Proposals must be delivered in a **sealed** envelope and submitted to the undersigned prior to the closing date of Thursday, August 5, 2021 at 3:00 p.m.:

Lisa Burroughs, Director of Parks and Recreation
Township of Champlain
948 Pleasant Corner Road East
Vankleek Hill, Ontario
K0B 1R0

iii) Canteen Proposal Submission Form

All proposals must be submitted to the Township of Champlain using the **Canteen Proposal Submission Form, APPENDIX A** hereto, and shall be signed by the bidder, with their business address clearly indicated. The Township will not be responsible for any lost documents.

iv) Lease Fees

The term of the Contract is for the 2021-22 season for a six (6) month term from October 1, 2021 to March 31, 2022. The minimum monthly lease rate is set at \$250 plus HST however bidders are asked to propose their own monthly lease rate (not lower than \$250) bearing in mind competition and the proposal evaluation criteria based on lease rates. The lease fee should be stated in the form of a monthly lease amount exclusive of HST.

The Tenant may renew this Lease for three (3) additional terms of six (6) months from October to March (the "Extension Terms"). Please note that there will be an annual rate increase of 3%.

v) Experience

Proposals should include examples of similar services provided by the applicant.

Proposals should also outline the experience and qualifications of the applicant and any other personnel who will be directly involved in the operations.

vi) Proposed Menu

Proposals should include a menu with prices that would be provided while operating the canteen.

vii) List of References

Proposals should list businesses, organizations or individuals who might supply a reference to the level and quality of service provided by the Tenant. Please supply a minimum of (3) such references.

viii) Value Added Services

Respondents to this RFP may in the proposal describe any value-added services that will be provided while operating the canteen. The Township of Champlain will consider the proposed services when reviewing and evaluating the proposal.

Respondents may have some innovative ideas they wish to include in the proposal. As long as it does not intervene any of the requirements of this RFP, the Township is prepared to consider suggestions made. Be sure to specify whether any such innovative inclusion is an optional or required part of the proposal.

5. PROPOSAL EVALUATION

The Township of Champlain will compare and evaluate each proposal to determine the proposal which is the best overall value to the Municipality, using the following criteria:

Proponent's menu choices and pricing – 40%

Lease amount proposed – 25%

Proponent's experience and qualifications in the delivery of canteen services – 20%

Proponent's approach and methodology in providing the services required in this RFP (including value added services, hours of operation, and staffing practices) – 15%

In addition to the submitted proposal, the Township of Champlain reserves the right to invite one or more vendors for interviews and/or presentations to further clarify their proposal should it be deemed necessary.

The Municipality reserves the right, in its sole discretion, to consider other additional criteria in the evaluation of the proposals. The Municipality reserves the right to not complete a detailed evaluation of a proposal if the Municipality concludes, having undertaken a preliminary review of the proposal, that the proponent or proposal as compared to all the proposals is not in contention to be the selected proposal.

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED



APPENDIX A

Canteen Bid Submission Form

Name of Operator/Business *

Address *

Telephone *

Cell:

Fax:

Email

Contact *

Title

Proposed Monthly
Rent to the
Champlain Township
(\$) *

\$250 is the minimum

Experience - Please list relevant experience below. *

PREVIEW

Proposed Menu Including Prices - Please attach additional page(s) if more space is needed *

PREVIEW

References - Please list three (3) related references below. *

PREVIEW

For the next question, please describe any innovative ideas or value-added services that will be provided while operating the canteen. The Champlain Township will consider the proposed services when reviewing and evaluating the proposal. Be sure to specify whether any such innovative inclusion is an optional or required part of the proposal.

Value added services *

PREVIEW

I/We, the undersigned, herewith propose to supply Canteen Services, in accordance with the specifications issued by the Champlain Township.

Name of Operator/Business *

Authorized Signature

