



The Corporation of the Municipality of Red Lake  
P.O. Box 1000  
2 Fifth Street  
Balmertown, Ontario  
P0V 1C0  
Telephone: (807) 735-2096  
Fax: (866) 681-2954  
[www.redlake.ca](http://www.redlake.ca)

## Request for Proposals

Project: Cochenour Arena  
Concession

### **Proposal Closing**

**Date:** August 23, 2019

**Time:** 2:00 P.M. Local Time (Central Standard Time)

### **Location:**

Municipal Office  
Municipality of Red Lake  
P.O. Box 1000, 2 Fifth Street  
Balmertown, Ontario,  
P0V 1C0

### **Municipal Office Hours:**

Monday – Friday

8:30 a.m. – 4:30 p.m.

### **Proponents' Questions**

Deadline for written questions from Proponents is August 21, 2019

Proponents' questions will be responded to on or before August 22, 2019

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**Part I**

**GENERAL INSTRUCTIONS**

**1. Proposal Schedule and Closing Time**

The Proposal Form, in a sealed envelope bearing the submission label provided by the Municipality, must be received; date and time stamped, and be in the possession of the Clerk’s Office, no later than 2:00 p.m. local time (Central Standard Time), on the specified closing date. Late Proposals cannot be accepted under any circumstances; however late proposals shall be date and time stamped and shall be returned to the Proponent, unopened:

**The Clerk’s Office clock determines the Closing Time of the Proposal Call.**

Task	Date
Issue Request For Proposals	August 2, 2019
Deadline for Receipt of Proponents’ Questions	August 21, 2019
Deadline for Response to Proponents’ Questions	August 22, 2019
RFP Closed:	August 23, 2019 at 2:00PM
Evaluation of Proposals Completed	The Friday prior to Committee of the Whole or Council Meeting at which award will be considered– Sept.9, 2019
Selection of Preferred Proposal	The Council Meeting at which the awarding By-Law is passed Sept.16, 2019
Notification to successful Proponent	The business day next following the Council Meeting noted immediately above Sept.17, 2019

**2. Inquiries/Questions**

All questions concerning this Proposal must be directed in **writing** (email or facsimile) to:

Michel Labonte, Facilities Supervisor

[recreation@redlake.ca](mailto:recreation@redlake.ca) or Fax: (866) 681-2954

**Questions must not be directed to anyone else.** Questions will be responded to in the form of an “Addendum” to the Request for Proposals, which will be distributed to all Proponents known to the Municipality.

### 3. Proposal Opening/Confidentiality Assurance

Be advised that all Proposals that were received on time will be opened in a public setting however the Proposals themselves will be maintained in confidence. The Proposals will be opened administratively, in the absence of the public, at a time subsequent to the public opening.

All Proposals submitted to the Municipality become the property of the Municipality and as such, become subject to the “Municipal Freedom of Information and Protection of Privacy Act”. While the Municipality considers all Proposals to be confidential, and will involve the Proponent in any proceeding challenging that position, everyone must understand that the Municipality will not necessarily be the final decision-maker on that point.

### 4. Submissions

Two (2) complete hard copies of your Proposal should be submitted on 8 ½ inch by 11 inch paper, including any Addendums that may have been issued under Section 2. The submission must be clearly identified as “Cochenour Arena Concession”.

### 5. Initial Screening

The Department Head for the department leading this project (acting individually or together with a team of others) will review and evaluate all Proposals. They will be checked to make sure that they comply with the terms and conditions of this Request for Proposals document. Any Proposal that does not meet all of the necessary criteria has to be rejected without further consideration. A guide to mistakes and irregularities is included in the Municipality’s policy for the processes for tenders, requests for proposals and quotations (which is attached to, and forms a part of this Request for Proposals document).

### 6. Award Options

The Department Head for the department leading this project (with or without a team of others) reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

1. accept a Proposal which is not the one with the lowest cost;
2. reject a Proposal, even if it is the one with the lowest cost;
3. reject a Proposal even if it is the only Proposal received;
4. accept the Proposal that the Department Head considers to be most favourable to address the scope of work;

5. accept or reject any and all Proposals, whether in whole or in part;
6. accept or reject any unbalanced, irregular, or informal Proposals; and/or
7. reject any Proposal submitted (directly or indirectly) by a Proponent who is involved in a dispute with the Municipality or who owes the Municipality money.

## **7. Proponent's Statement of Understanding**

The submission of a Proposal is the Proponent's assurance to the Municipality that it has carefully examined this Request for Proposals documents, **and** the Municipality's Tender/RFP/Quotation Policy. The Proponent acknowledges that it understands these documents and has had sufficient opportunity to get clarification on any or all portions of them that it did not understand.

## **8. Irrevocability of Proposals – Binding Agreement**

Until the closing time, any Proponent may withdraw its previously submitted Proposal, whether or not another is submitted in its place. However, upon closing time, all Proposals become irrevocable.

The submission of a Proposal is the Proponent's assurance to the Municipality that, if its proposal is selected, it will become legally bound to the Municipality by agreement. The terms and conditions of this Request for Proposals document, the Municipality's policies, and the Proponent's Proposal (in that order of preferential sequence) will form the foundation of the contract between the successful Proponent and the Municipality.

## **9. Errors and Omissions**

Nothing verbally said to anyone by anyone can modify any provisions of this Request for Proposals document. Any modification or clarification must be in writing, issued by the Department Head leading the project. All of these written materials, called "Addendums", will be issued in accordance with Section 2 and will become part of the Request for Proposals document.

## **10. Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject all Proposals, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by any Proponent in preparing its Proposal, for loss of anticipated profit in connection with any final agreement, or for any other matter whatsoever.

## 11. Insurance

The successful Proponent must obtain, maintain, and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Municipality. This insurance coverage shall be subject to limits of not less than two million (\$2,000,000.00) dollars, inclusive, per occurrence, for bodily injury, death and damage to property, including loss of use of property, for any one occurrence. All required insurance must be endorsed to provide the Municipality with thirty (30) days' advance written notice of cancellation or material change.

The successful Proponent will provide the Municipality with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the formal legal Agreement.

## 12. Compliance with Applicable Law

The successful Proponent must make sure that its operations, and all of the services and products that it provides relating to this project, are in accordance with, and appropriately authorized under, all relevant and applicable law. Some of the many laws that might apply are: the Workplace Safety and Insurance Act, 1997, the Occupational Health and Safety Act, the Accessibility for Ontarians with Disabilities Act, 2005. Other laws will also apply, and they could be provincial or federal statutes or regulations, or municipal by-laws and policies. The successful Proponent is responsible for applying for and receiving any required authorizations or licences to undertake the work associated with the project.

The successful Proponent **guarantees to the Municipality** that it does, and that it will continue to comply with all applicable laws in this regard.

The successful Proponent will allow the Municipality to view its books and records, including personnel training records, where reasonably necessary, to satisfy itself that this Section is being complied with.

## 13. Professional Operations

The successful Proponent **guarantees to the Municipality** that it will run the project in a professional and prudent manner without negligence. It will be sure that its staff (including contract workers or volunteers) are properly trained and provide quality customer service to patrons of the project.

## 14. Indemnification

The Proponent shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, volunteers and sub-contractors that arise out of the work associated with the project. This may be due to the existence, location, condition of work relating to the project, to any materials, plant or machinery used for the project, or which may happen by reason of the successful Proponent's failure (or the failure of those for whom it is responsible) to do or perform any or all of the things required to be done by them under the Proposal. The successful Proponent agrees to indemnify and hold the Municipality harmless from any such damages, losses, or expenses, or claims by third parties, including any and all legal costs incurred by the Municipality in connection.

## 15. Termination for Cause

The Municipality retains the right to terminate the Agreement with the successful Proponent at any time, in whole or in part, if the work is not performed in strict accordance with the Agreement. This applies even if the Municipality has been lenient to the successful Proponent with respect to the same or a different performance issue.

## 16. Laws of Ontario

The Agreement resulting from this Request for Proposal will be governed by, and will be construed and interpreted in accordance with, the laws of the Province of Ontario.

## 17. Encumbered Goods

The Proponent **guarantees to the Municipality** that the goods, inventory and equipment being supplied to the project, are free and clear of any liens, charges, encumbrances, mortgages, hypothecations, copyright, patents or any third party statutory claims, excepting any for which it has provided the Municipality with written notice.

## 18. Conflict of Interest

In its Proposal, the Proponent must disclose to the Municipality any possible conflict of interest that might compromise the project. This applies to actual conflicts of interest, and also to circumstances that might lead an ordinary person to believe that a conflict of interest exists, even if it does not. If a conflict of interest exists or appears to exist, the Municipality may, at its discretion, refuse to consider the Proposal. If the Proponent becomes aware of a possible real or apparent conflict of interest after it has submitted its Proposal but before the selection process has been completed, that Proponent must inform the Municipality by contacting the individual identified in Section 2.

## 19. Negotiations

Each Proponent must prepare its Proposal with the understanding that the Municipality may select the successful Proponent on the basis of the Proposals received, without discussion. Each Proposal should contain the Proponent's best terms and information, including all required documents as listed. The Municipality reserves the right to enter into negotiations with any Proponent. If the Municipality and a Proponent cannot negotiate a successful agreement, the Municipality may terminate the negotiations and begin negotiations with another Proponent. This process may continue until an agreement has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Municipality arising from negotiations.

Part II – for use by individuals – see next page for use by incorporated Proponents

**STATEMENT OF UNDERSTANDING (INDIVIDUALS)**

I declare that I have read and understand Part I to Part VI of this Request for Proposals document with respect to the Cochenour Arena Concession.

I also acknowledge that Part I to Part VI, inclusive, form the complete Request for Proposals document and shall be returned to The Corporation of the Municipality of Red Lake as the RFP submission.

Name(s) of each Proponent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at the \_\_\_\_\_  
(insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(insert date on which document was signed)

Signatures:

<p><b>Signature of Witness</b> (an individual Proponent's signature must be signed before a witness who must also sign here):</p>  <p>_____</p> <p>Print witness' name legibly beneath signature</p>	<p><b>Signature of Proponent</b> (or, where there is more than one individual Proponent, one representative Proponent):</p>  <p>_____</p> <p>Print Proponent's name legibly beneath signature By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)</p>
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Part II – for use by corporate Proponents- see prior page for individuals

**STATEMENT OF UNDERSTANDING (CORPORATIONS)**

I am the \_\_\_\_\_ (insert title) of the Proponent. I declare that I have read and understand Part I to Part VI of this Request for Proposals document with respect to the Cochenour Arena Concession on the corporation’s behalf.

I also acknowledge that Part I to Part VI, inclusive, form the complete Request for Proposals document and shall be returned to The Corporation of the Municipality of Red Lake as the corporation’s RFP submission.

Formal, legal name of corporate Proponent:

\_\_\_\_\_

Dated at the \_\_\_\_\_  
(insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(insert date on which document was signed)

Signatures:

	<p>Signature(s) on behalf of corporate Proponent</p> <p>_____</p> <p>(Print signatory’s name and title legibly beneath signature)</p> <p style="text-align: right;">c/s</p> <p>_____</p> <p>(Print signatory’s name and title legibly beneath signature)</p> <p>By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied</p>
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**PART III**

**ACKNOWLEDGEMENT OF SUPPLEMENTS**

I/WE declare that I/WE have carefully examined all Addendums (as referenced in Section 2) and hereby acknowledge that these Addendums are part and parcel of any Contract to be let for all work described in this Request for Proposals document.

Addendum No. 1 _____	Addendum No. 4 _____
Addendum No. 2 _____	Addendum No. 5 _____
Addendum No. 3 _____	Addendum No. 6 _____

Check here if NO Addendum was received

Dated at the \_\_\_\_\_  
 (insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 (insert date on which document was signed)

	<p><b>Signature(s) on behalf of corporate Proponent</b></p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p style="text-align: right;">c/s</p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p>By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied</p>
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**Signature of/for individual Proponent(s):**

<p><b>Signature of Witness</b> (an individual Proponent's signature must be signed before a witness who must also sign here):</p> <p>_____</p> <p>Print witness' name legibly beneath signature</p>	<p><b>Signature of Proponent</b> (or, where there is more than one individual Proponent, one representative Proponent):</p> <p>_____</p> <p>Print Proponent's name legibly beneath signature</p> <p>By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)</p>
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**PART IV**

**Terms of Reference**

The Municipality of Red Lake is seeking Request for Proposals for Cochenour Arena Concession. The intent of this Request for Proposals is to obtain a qualified concession operator to provide concession services to the public who attend the Cochenour Arena. The concession operator will lease the concession facility on a monthly basis for a term of two years with an option of a one year extension based on mutual agreement.

The Lessee shall secure all necessary Health inspections prior to opening.

It is further required that the Lessee shall agree to comply with all contracts the Municipality has in place with suppliers.

The Lessee shall adhere to all Ontario Health and Safety Act regulations as well as the Municipal Health and Safety Policy.

A list of kitchen equipment shall be submitted with the RFP.

A food menu shall be submitted with the RFP.

Monthly rent shall be per month plus HST. Rent shall be submitted as part of the proponent's proposal.

Upon acceptance of this agreement a deposit for first and last month's rent must be submitted. Monthly rental payments will be paid on the first day of each month following the first monthly payment.

Inventory of goods for resale is the sole responsibility of the Tenant. Said goods are to be removed from the premises within fourteen (14) days of the end of the season.

The Lessee agrees to:

Maintain the premises in good order and condition and to repair any damage resulting from the operation of the booth. Booth must be kept clean at all times and it must be left in clean condition after termination of this contract.

Observe, abide by and comply with all statutes and regulations of any Federal, Provincial or Municipal Authority to which the operation of the Concession Booth may be subject.

## REQUEST FOR PROPOSALS

Project: Cochenour Arena Concession

Be responsible for the maintenance, care and upkeep of all chattels being the property of the Municipality of Red Lake, which remain in the Concession Booth.

At its own expense, make such alterations, renovations, improvements or additions to the premises as it shall consider necessary and expedient for the purpose of its business subject to the approval of the Municipality of Red Lake. The Lessee shall, upon termination of this lease, be entitled to remove its fixtures and improvements provided that the Lessee shall repair all damage which may be caused to the premises by such removal, to the satisfaction of the Municipality of Red Lake.

Pay to the Landlord during the term of the lease the amount of 3% of the monthly hydro bill.

Beginning to end of ice operating season or to any other term agreed to by the parties.

The Concession Booth hours of operation will be determined by the Recreation Supervisor and the Tenant.

The Lessee shall not assign or sublet the premises to any person whatsoever without the written consent of the Municipality of Red Lake.

The Lessee agrees to save harmless the Corporation of the Municipality of Red Lake from any injuries or claims caused as a result of water breaks, fire, acts of God, or as a result of any actions by the Lessee's employees or volunteers. The Lessee shall obtain insurance to indemnify the Municipality of Red Lake from any and all such damages, injuries, fire, acts of God.

The Lessee shall sell concession foods only. Other supplies are subject to approval by the Municipality of Red Lake.

The Lessee shall be in good standing with the Municipality of Red Lake.

The Lessee shall use recyclable, biodegradable and/or reusable dishes and cutlery.

It is agreed to between the Landlord and the Lessee that either party shall have the right to terminate this lease during its term, by one party serving notice upon the other not less than four (4) months in advance of the date of termination.

Any interested proponents may schedule a viewing of the space with the Recreation Supervisor.

**PART V**

**REFERENCES**

Proponents are asked to provide a minimum of 3 references of similar contract size. If the Proponent is new in this business, alternative references may be submitted.

**Reference #1**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**Reference #2**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**Reference #3**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Value: \_\_\_\_\_

**PART VI**

**Signature**

The Proponent has carefully examined the proposal document in its entirety and submits the **price** according to these documents.

The Proponent by this bid offers to complete the proposal as per all documents.

Name of Company or Individual(s) forming the "Proponent"	
Street Address or P.O. Box #	
City and Province	
Postal Code	

Dated at the \_\_\_\_\_  
 (insert City/Town and Province where document was signed)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 (insert date on which document was signed)

	<p><b>Signature(s) on behalf of corporate Proponent</b></p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p style="text-align: right;">c/s</p> <p>_____</p> <p>(Print signatory's name and title legibly beneath signature)</p> <p>By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied</p>
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**Signature of/for individual Proponent(s):**

<p><b>Signature of Witness</b> (an individual Proponent's signature must be signed before a witness who must also sign here):</p> <p>_____</p> <p>Print witness' name legibly beneath signature</p>	<p><b>Signature of Proponent</b> (or, where there is more than one individual Proponent, one representative Proponent):</p> <p>_____</p> <p>Print Proponent's name legibly beneath signature</p> <p>By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)</p>
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(The Municipality's Signature is on the following page)

**REQUEST FOR PROPOSALS**

Project: Cochenour Arena Concession

**The Corporation of the Municipality of Red Lake:**

\_\_\_\_\_  
Fred Mota, Mayor  
c/s

\_\_\_\_\_  
Christine G. Goulet, Clerk

Dated at Balmertown, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**PROPONENT'S CHECKLIST**

Completion (2) Original Request for Proposal Documents

Signed Statement of Understanding

Signed Acknowledgment of Supplements

References

Signature Page

Completed Submission Label for Envelope

**REQUEST FOR PROPOSALS**

Project: Cochenour Arena Concession

RETURN ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

DELIVER TO:

The Corporation of the Municipality of Red Lake

P.O. Box 1000

2 Fifth Street

Balmertown, Ontario

P0V 1C0

SEALED PROPOSAL:

RFP – Cochenour Arena Concession

Municipal Use Only:

Received By: \_\_\_\_\_

Date Stamped: \_\_\_\_\_