



**Township of Stone Mills
Request for Proposals**

RFP # 2024-03

**Food & Beverage Concession at the
Stone Mills Recreation Centre**

Issued: July 10th, 2024

Section 1 – Background Information

1.1 Background

The Corporation of the Township of Stone Mills is a rural municipality with a population of approximately 7800 located in the Centre of Lennox and Addington County. The community is north of the Highway 401 corridor, and borders both the Township of Addington Highlands and Central Frontenac to the north:

The Stone Mills Recreation Centre (hereinafter referred to as “the SMRC”) is a Municipal sport tourism and entertainment facility located at 713 Addington Street in Tamworth, Ontario. The SMRC is home to one ice pad that hosts hockey, broomball and public skating programming from September to April each year. The ice slab is used for pickleball programming, 5 days each week, from April to September. The facility also periodically hosts concerts each year.

Section 2 – Purpose and Scope of Services

2.1 Purpose of Request for Proposals

The Corporation of the Township of Stone Mills (hereinafter referred to as “the Township”) in issuing this Request for Proposals (hereinafter referred to as “RFP”), is seeking proposals from qualified firms or individuals for the provision of food and beverage concessions for the canteen area located within the SMRC.

The canteen is a self-contained, 336 square foot area on the second-floor level of the SMRC. There is one serving window measuring 8’ x 3.5’.

The Township is proposing a food and beverage concessions agreement with a one (1) year term. The option of renewal for further terms is to be exercised at the sole and unfettered discretion of the Township, based on satisfactory performance. The Township shall have the option to renegotiate all terms of this agreement, including the scope of the services and terms of payment, for any of the renewal terms.

2.2 Scope of Services and Objectives

As the Canteen Operator, the successful Proponent:

- (a) agrees to provide food and beverages to SMRC patrons. A cost-effective food menu is required. Proponents’ submissions shall include a sample menu complete with pricing.
- (b) must stay informed of regular scheduled activities and special events taking place at the facility to ensure the service is available. The canteen hours of operation must coincide with the hours of operation for the recreational facility. Please note that the SMRC hours of operation are subject to change

with a minimum of 48 hours of notice from the Township. This may occur due to user group schedule changes, tournaments or special events that may occur from time to time.

- (c) agrees to obtain all required permits, licenses and certificates to provide a food and beverage service canteen on the premises. Proof of permits, licenses and certificates must be provided prior to signing the lease agreement. This includes a copy of a current Workplace Safety Insurance Board (WSIB) Certificate of Clearance; proof of Insurance as described in Section 4.2.2 of this RFP; and proof of completion of a Safe Food Handling Course for anyone working in the food preparation area. An inspection and approval is required by Kingston, Frontenac, Lennox and Addington Public Health prior to the canteen operating.
- (d) shall provide a description of the staffing component that will be providing the service. A current Vulnerable Sector Check by the police will be required for the operator and each of the operator's employees.
- (e) shall identify and be responsible for any leasehold improvements necessary for the canteen operation. Please note, proposed plans shall be subject to the Township's review and approval.
- (f) agrees to keep the premises clean and presentable at all times, as well as free from all garbage resulting from the concession operation and will dispose of said garbage daily.
- (g) shall have exclusive use of the canteen area but not throughout the entire facility. The Township shall retain access to the canteen area, through Township employees or their agents, for the purpose of facility maintenance or during an emergency. Access will not permit the Township employees to remove any products owned by the canteen operator.
- (h) shall indicate whether they are part of a group and whether the group is a profit or not-for-profit group. In the case of a not-for-profit group, indicate how the money raised will be returned to the community. In each case the name of the group or association must be identified.
- (i) May sublet the canteen to other vendors but not without permission from the Township.
- (j) must comply with all health and safety and environmental legislation and all Township policies or procedures as referenced in the lease agreement. A safe and healthy work environment must be maintained during the performance of the lease agreement.
- (k) agrees that all costs associated with the operation of the canteen shall be at the sole cost of the operator. These will include equipment, signage, merchandise and any other materials reasonably required to operate a canteen facility.

The following Township owned equipment, currently on site, can be used by the canteen operator, however the operator will be responsible for any repairs, maintenance, and/or replacement of same equipment if required.

On site equipment includes:

- "Perfect Fry" self-contained commercial air fryer

- Residential oven
- Double door “Coca-Cola” cooler
- Residential Refrigerator
- Freezer

Installation of any additional required equipment is the sole responsibility of the canteen operator and is subject to authorization by the Township.

Section 3 – General Conditions

This section forms an integral part of this RFP and must be considered in completing a response to this RFP.

3.1 The Proponent must agree to abide by all the clauses and conditions in this RFP document.

3.2 **Oral Explanation or Interpretation**

No oral explanation or interpretation shall modify any of the documents or provisions of the Township’s RFP document.

3.3 **Municipal Freedom of Information and Protection of Privacy Act**

Any personal information collected by or on behalf of the Township under this Request for Proposals is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal shall consent to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the disclosure of that information. By responding to this RFP, respondents waive any challenge to the Township’s decision in this regard. Any questions regarding the collection, use or disclosure of the information should be directed to the Township Clerk.

3.4 **Accessibility for Ontarians with Disabilities Act, 2005 and Regulations**

Accessible Customer Service: All Proposals must comply with the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Accessibility Standards.

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service, every provider of goods and services that involve dealing with members of the public, or developing policies, procedures and practices for the provision of goods and services to the public, including all consultants and sub consultants, shall be trained in understanding Accessible Customer Service.

3.5 Indemnification

The Proponent agrees that it will continuously save, hold harmless and fully indemnify the Township, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Township. The Proponent also agrees that it will continuously save, hold harmless and fully indemnify the Township, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the Township may incur resulting from or arising out of the Proponent’s failure to exercise reasonable care, skill or diligence in their performance or rendering of any services or services to be performed or rendered by the Proponent, pursuant to the contract.

The Proponent shall indemnify the Township from all claims arising out of unpaid accounts relating to the contract. The Township shall have the right at any time to require satisfactory evidence that the services (or any part of it) in respect of which any payment has been made or is to be made by the Township is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

Section 4– Proposal Structure and Content Requirements

4.1 Proposal Submission Structure

To assist in receiving similar and relevant information, and to ensure that each proposal receives a fair evaluation, the Township requires that Proponents include the items listed below in their proposal submission.

The proposal document should be structured in sections that refer to the headings addressed in the Proposal Content Requirements of this section and should be numbered and tabbed accordingly.

4.2 Proposal Content Requirements

SECTION #	CONTENT
1	Company Profile
2	Company Experience, References & Insurance
3	Approach & Methodology for Providing Service
4	Financial Proposal

4.2.1 Company Profile

Proponents are to provide company information including, but not limited to, the following:

- a) A general company profile including the ownership and affiliations of the firm and number of years the firm has been in business;

- b) Address and contact information for the proposing entity; and
- c) Size of company, number of employees (both locally and other).

4.2.2 Company Experience, References & Insurance

The Township is interested in firms or individuals that have demonstrated experience operating food and beverage concessions at municipal recreational facilities of a similar size to the Township's amenities.

Proponents must provide three (3) references for their firm and include each reference's contact information (address and telephone number) as well as the number of years their firm has provided food and beverage concession services for that entity. The Township reserves the right to contact references, which may affect a Proponent's evaluation score.

Proponents shall clearly understand and provide a commitment that the successful operator shall verify proof of Comprehensive General Liability Insurance coverage, with a limit of liability of not less than \$2,000,000 per occurrence, with an aggregate of not less than \$2,000,000 and naming the Township of Stone Mills as an additional insured.

4.2.3 Approach & Methodology for Providing Service

Proponents shall describe their firm's approach and methodology to operate the food and beverage concessions, based on the deliverables outlined in Section 2 of this RFP.

Proponents will also be evaluated based on their creative approach to providing a cost-effective menu.

4.2.4 Financial Proposal

The Proponent's submission shall include:

- the annual fixed revenue to be paid to the Township of Stone Mills, or a funding model that the proponent deems fair and in the public interest.
- a firm commitment and term for which the quoted rates will be honoured; and
- all costing exclusive of HST.

Section 5 – Proposal Process

5.1 Request for Proposal Schedule

The following timeline has been established for the Proposal selection process:

Event	Date
Request for Proposals Issued:	July 10, 2024
Site Visit by Proponents	July 24, 2024 at 11:00 a.m.
Proponent Questions Received By:	August 8, 2024 at 4:00 p.m.
Township to Provide Answers By:	August 12, 2024 at 4:00 p.m.
Proposals Due Date:	August 19, 2024 at 4:00 p.m.
Target Date for Review of Proposals:	August 22, 2024
Interviews (if necessary):	August 27, 2024
Anticipate Decision on Successful Proponent:	September 3, 2024
Anticipate Commencement Date of Work:	September 16, 2024

NOTE: Although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

5.2 Site Visit

A site visit will be scheduled as part of the RFP process. While it is not mandatory for Proponents to attend, the Township encourages prospective operators to visit the canteen location at the date and time as described in the timeline schedule, Section 5.1. Any questions or requests for clarification arising out of the site visit shall be submitted to the Township prior to the closing of the RFP. Responses will be sent to each Proponent.

5.3 Date and Place for Receiving Proposals

(a) Proposals will be received by 4:00 p.m. local time on August 19, 2024.

Proposals must be submitted in a sealed envelope addressed to:
Township of Stone Mills
4504 County Rd 4
Centreville, ON K0K 1N0
Attention: Jacob Detlor, Properties Manager

and clearly marked:

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(b) FAX OR EMAIL COPIES WILL NOT BE ACCEPTED.

It is the sole responsibility of the Proponent to ensure that the

proposal documents have been received before the closing time and date.

Proposals received after 4:00 p.m. local time on August 19, 2024, will be returned unopened.

- (c) Before being officially received, the proposal envelope will be marked by the Township, with the time and the date that the envelope was received in the office.
- (d) The terms and conditions of this RFP shall remain firm and open for acceptance up to and including November 01, 2024.

5.4 Documentation

- (a) One (1) original and three (3) copies of the proposal are required.
- (b) All proposals must be legible and written in ink or typewritten.
- (c) All proposals must be submitted in a sealed envelope.

5.5 Interview

An interview may be necessary with some Proponents to assist in the evaluation process. Exact timing of any interviews will be confirmed.

5.6 Communications

All requests for information and/or clarification as well as questions regarding the interpretation of the terms set out in this RFP should be referred to:

Jacob Detlor, Properties Manager at
jdetlor@stonemills.com or 613-378-1714.

5.7 Addendums

Proponents will be advised by Addenda of required additions, deletions, or alterations in the requirements of this RFP. All such changes shall form part of the RFP and shall be allowed for in arriving at the total submission price. Questions shall be submitted to the Township before August 8, 2024, and answers will be submitted to individual Proponents by August 12, 2024. Addenda will be posted to the municipal website as they are created. Interested Proponents should visit the municipal website procurement page regularly to review potential new addenda. The Township shall not be made liable for a Proponent's failure to view addenda posted on the procurement page of the Township's municipal website.

5.8 Withdrawal or Substitution of Submission

A Proponent may withdraw or substitute all or part of his/her proposal in writing at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Proponent for this RFP. After the official closing date and time all proposals received shall be irrevocable.

5.9 Alterations or Variations

No alterations or variations of this document shall be valid or binding upon the Township unless authorized in writing in accordance with the procedure set out in Communications - Section 5.6.

5.10 Proposal Validity Period

Proposal shall remain valid and open for acceptance up to and including November 01, 2024.

Section 6 – Proposal Evaluation

6.1 Evaluation Criteria

Each response to this RFP will be evaluated by the Township to determine the degree to which it responds to the requirements. Because this is an RFP, other factors in addition to cost will be considered.

Factors to be considered will include, but not necessarily be limited to:

Evaluation Criteria	Weighted Percentage
Company Profile	10
Company Experience, References & Insurance	20
Approach & Methodology for Providing Service	30
Financial Proposal	40
Total	100

6.2 Review Committee

The Review Committee will be comprised of senior staff from the Township.

6.3 Proponent Declaration

The Proponent, by submission of a proposal, declares that:

- (a) The Proponent has carefully reviewed the RFP requirements and is competent, qualified and experienced in providing cost effective food and beverage services to the Township.
- (b) No-one other than the Proponent has any interest in this RFP or in the assignment of the pending contract from this RFP;
- (c) All representations in the proposal submission are true and factual; and
- (d) The Proponent shall provide the Township representative with suitable access, and status of the level of service covered under the RFP at all times. The Township representative shall be the sole judge of the level of service and therefore its acceptability. Level of service that is unsatisfactory, in the opinion of the Township representative, shall be made satisfactory at no additional cost to the Township.

6.4 Rejection of Proposals

The Proponent acknowledges that the Township shall have the right to reject any or all proposals for any reasons, or to accept any proposal which the Township, in its sole unfettered discretion, deems most advantageous to itself. The lowest or any proposal will not necessarily be accepted, and the Township shall have the unfettered right to:

- (i) accept a non-compliant proposal;
- (ii) accept a proposal which is not the lowest priced proposal; and
- (iii) reject a proposal that is the lowest priced proposal received.

The Proponent further acknowledges that the Township may rely upon the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Township. By submitting a proposal, the Proponent acknowledges the Township's rights under this section and absolutely waives any right, or cause of action against the Township and its consultants, due to the Township's failure to accept the proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence, or otherwise.

6.5 Agreement

The successful Proponent will be required to enter into a written agreement, prepared by the Township. Should negotiations with the successful Proponent be discontinued, the Township, in its sole unfettered discretion, shall have the unfettered right to open discussions with other firms.

6.6 Incurred Costs

The Township shall not be responsible for any liabilities, costs, expenses,

loss or damage incurred, sustained or suffered by any Proponent(s) prior or subsequent to the acceptance or rejection by the Township of any proposal due to any delay in the acceptance of a proposal.

6.7 Errors and Omissions

The Township shall not be held liable for any errors or omissions in any part of this RFP. While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive.

6.8 Cancellation

The Township reserves the right to cancel this RFP and/or to re-issue a revised RFP.