

REQUEST FOR PROPOSAL

FOOD AND BEVERAGE SERVICE PROVIDER

(Responsible for Licensed Lounge, Concession and Vending)



219 Primrose Drive Saskatoon, SK S7K 5E4

ISSUE DATE: SEPTEMBER 2, 2011

CLOSING DATE: SEPTEMBER 23, 2011

SUBMIT PROPOSALS TO:

Saskatoon Soccer Centre 150 Nelson Road Saskatoon, SK S7S 1P5

Ph: (306) 975-3400 Fax: (306) 975-3407

REQUEST FOR PROPOSAL SASKATOON KINSMEN / HENK RUYS SOCCER CENTRE FOOD AND BEVERAGE SERVICES

A. INSTRUCTION TO OFFERORS

1. SUBMISSION OF PROPOSAL:

1.1 Proposals shall be mailed or delivered to:

Chief Executive Officer
Saskatoon Soccer Centre Inc.
150 Nelson Road
Saskatoon, SK S7S 1P5

will be received up to 4:00 pm on Friday, September 23rd, 2011.

1.2 Facsimile proposals will be accepted providing all documents are received by the stipulated closing time and date. Saskatoon Soccer Centre Inc. will not be responsible for failure to receive facsimile proposals. Bidders are responsible for ensuring facsimile transmissions are received prior to the stipulated closing time.

2. PROPOSAL FORM:

- 2.1 Only Proposals completed following the outline in this package will be considered. All items shall be addressed as indicated. The Bidder shall provide details of the Equipment and Labour Force which will form part of the proposed submission. Failure to do so may result in the rejection of the proposal.
- 2.2 No change(s) to the Proposal submissions (prices, terms, specs., etc.) will be considered unless received in writing by the Chief Executive Officer before proposal closing time and date. Changes by telephone will not be considered.

3. PROPOSAL NOTIFICATION, WITHDRAWAL AND ACCEPTANCE:

- 3.1 Proposals will not be publicly opened.
- 3.2 A proposal may not be withdrawn within the proposal period after specified closing time and date.
- 3.3 All proposal prices shall be firm for forty-five (45) days.

- 3.4 The lowest / highest or any proposal will not necessarily be accepted and the Saskatoon Soccer Centre reserves the right to reject any and all proposals, and to waive any informality herein.
- 3.5 No act of Saskatoon Soccer Centre Inc. other than a written acceptance signed by the Chief Executive Officer shall constitute an acceptance of the Proposal. Such acceptance shall bind the successful Offeror to execute a Contract approved as to form and substance by Saskatoon Soccer Centre. The Proposal shall be open for acceptance for 60 days from the date of Proposal closing.

4. REJECTION OF PROPOSALS:

- 4.1 Saskatoon Soccer Centre Inc. reserves the right to reject any or all proposals. Proposals that are incomplete, conditional, unbalanced or obscure, or which contain alterations, additions or erasures may be rejected.
- 4.2 Saskatoon Soccer Centre Inc. has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favourable to the interest of Saskatoon Soccer Centre.

5. OFFERORS QUALIFICATIONS:

- 5.1 Offerors shall be actively engaged in the types of work required by the Proposal Documents, and shall be able to refer to similar work performed by them.
- 5.2 Saskatoon Soccer Centre Inc. may during the proposal period or after proposal submissions, require any Offeror to submit written proof of qualifications.

6. INTERPRETATIONS AND MODIFICATIONS OR PROPOSAL DOCUMENTS:

- 6.1 Submit questions about the meaning and intent of the Proposal Documents or requirements to Jodi Blackwell at (306) 975-3403.
- 6.2 Offerors shall promptly notify Saskatoon Soccer Centre Inc. of any ambiguity, inconsistency or error which they may discover upon examination of the Proposal Documents.

7. PROPOSAL EVALUATION, CONTRACT NEGOTIATIONS AND AWARD:

- 7.1 Upon receipt of vendor proposals an Evaluation Team will screen proposals to ensure the vendor's compliance with all requirements of this proposal.
- 7.2 Evaluation Criteria: This proposal shall be awarded based on the following criteria:
 - Experience of the Proponent
 - Business Plan
 - Proposal theme (character and mandate, etc.)
 - Menu / list of products (quality, healthy choices, uniqueness, price, etc.)
- 7.3 Saskatoon Soccer Centre Inc. reserves the right to negotiate terms with the selected vendor.
- 7.4 All proposals shall be signed by the authorized signing officer(s) of the Offeror. Where the Offeror is a corporation, it must use the full legal name of the corporation. The corporation may affix its corporate seal. In any case, the office(s) of the signing officer(s) must be clearly identified. All signatures must be witnessed.

8. EXAMINATION OF CONDITIONS:

8.1 The Offeror shall be responsible to examine the nature of the work and all other conditions and factors that may affect the Proposal.

9. PROTECTION OF PROPERTY:

9.1 The Vendor undertakes and agrees to comply with all standing orders or other regulations in force at the work site. Special care shall be taken to avoid damage to existing adjacent structures and/or property during the work. Any damage caused by the Vendor shall be rectified by the Vendor, at his sole expense, to the satisfaction of Saskatoon Soccer Centre Inc.

10. INSPECTION AUTHORITY:

10.1 Goods provided under and Purchase Order / Contract resulting herefrom will be subject to inspection by the consignee.

11. WORKERS COMPENSATION:

11.1 At the time of the contract award, the successful offeror must provide a letter of good standing as required under the Workers' Compensation Act. Failure to supply this may result in your proposal being disqualified.

12. TERMINATION:

12.1 In the event the vendor supplies goods / services that are defective, or if any delivery is late or in the event the vendor is bankrupt, Saskatoon Soccer Centre Inc. may by written notice immediately terminate the contract.

13. ASSIGNMENT:

13.1 The Vendor shall not assign or transfer any rights or privileges contained in this agreement without first having the written consent of Saskatoon Soccer Centre Inc. thereto.

14. LAWS OF SASKATCHEWAN:

14.1 The Contract shall be deemed to have been made in Saskatoon, SK and shall be interpreted in accordance with the laws of Saskatchewan.

15. DEPOSIT:

15.1 Each proposal shall be accompanied by a Certified Cheque payable to SASKATOON SOCCER CENTRE INC. as security deposit, in the amount of \$5,000. The deposit will be returned to unsuccessful bidders within two weeks after Proposals are awarded. The deposit of the successful bidder will be retained to indemnify Saskatoon Soccer Centre Inc. in case of default, until the Contract Agreement is executed and the necessary bonds provided.

B. TERMS OF REFERENCE

The following Terms of Reference are provided to allow Proposers to include in their Proposals to Saskatoon Soccer Centre statements relative to, but not limited to, areas requiring specific data. This will enable an accurate analysis of the Proposal.

1. FORM OF RENTAL COMPENSATION:

Saskatoon Soccer Centre Inc. is seeking monthly rental compensation, which may or may not include an additional amount calculated as a percentage of gross sales.

2. TERMS OF AGREEMENT:

SSCI is considering a five year term for the agreement. We are open to other proposals in this regard.

3. CAPACITY TO PERFORM:

Evidence of the Proposer's success in food and beverage services to similar or comparable facilities, including:

- Corporate structure and period of time involved in providing food and beverage services to similar facilities.
- List of current operations, size, scope and sales volume. NOTE: SSCI reserves the right to visit current operations.
- A list of references (minimum of three).

4. ACCOUNTING:

Saskatoon Kinsmen / Henk Ruys Soccer Centre has in place a computerized system which includes a central processor and point of sale hardware. The successful applicant may negotiate to utilize and maintain this system, or replace with their own system,

5. TAXES:

When submitting a Proposal, it should be understood the Food Services Operator will be responsible for paying all related licenses and taxes.

6. INSURANCE:

As insurance costs are to be borne by the Food Services Operator, Proposals should include a confirming statement on bonding and general insurance, including responsibility for:

• Public liability, product liability, workers' compensation, motor vehicle, legal, property damage, theft, and employee bonding.

The Food Services Operator will be responsible for obtaining a business license, payment of all appropriate taxes and provision of one million dollars (\$1,000,000) in liability insurance for self and his/her staff. Proof of insurance coverage, business license and health license will be required at the time of execution of the contract.

The successful Food Services Operator shall indemnify Saskatoon Soccer Centre Inc. against actions and claims by reason of negligence on the Food Services Operation firm's part.

7. LETTER OF CREDIT:

The successful bidder will be required to provide an irrevocable letter of credit of \$50,000 to cover potential default of contract.

8. PERSONNEL:

All catering, beverage and concession staff will be employed by the Food Services Operator. Proposer should provide a statement of policy and operation procedures with regard to personnel management, supervision, selection, training, discipline and other.

All policies of the Food Services Operator's firm must comply with current Canadian Federal, Provincial and Civic laws related to income tax, Employment Insurance, Canada Pension, medical services, etc.

The Food Service Operator must provide sufficient staff to ensure that adequate service and clean up is provided.

The Food Services Operator must ensure that all staff are clean, neat, orderly and polite in speech.

9. BEER, WINE AND ALCOHOLIC BEVERAGES:

It will be the responsibility of the Food Services Operator to hold a valid liquor license from the Province of Saskatchewan.

10. FOOD QUALITY STANDARDS:

When submitting a Proposal, the prospective Food Services Operator should indicate his knowledge of and willingness to comply with all applicable Canadian

Federal, Provincial and Municipal Acts, Orders and Regulations governing food quality standards, including:

- The Food and Drug Act
- The Canada Meat Inspection Regulations
- The Canada Dairy Products Act and the Canada Dairy Products Regulations
- The Canada Agricultural Products Standards Act
- Meat and Canned Foods Act
- Fresh and Processed Fruit and Vegetable Regulations
- All other applicable Federal, Provincial and Municipal Acts, Orders and Regulations which exist or may come into existence during the term of the agreement.

Provide your expected menu and indicate the prices you will charge the first year.

11. SSCI FACILITY SPONSORS:

The Food Services Operator will be required to respect all existing or future sponsorship agreements with Saskatoon Soccer Centre Inc. for the Saskatoon Kinsmen / Henk Ruys Soccer Centre.

The Food Services Operator must receive written approval by the Chief Executive Officer for any agreements they may enter into with sponsors or suppliers that may be in conflict with SSCI agreements.

C. FACILITY OVERVIEW

Saskatoon Soccer Centre Inc.(SSCI) was first registered as a non-profit corporation in 1993 when representatives of the Saskatoon Adult and Youth Soccer Associations established a committee to raise funds to construct a building primarily for the sport of indoor soccer. With the help of the City of Saskatoon, the Saskatoon Kinsmen Club, organizations and individuals, the Saskatoon Kinsmen / Henk Ruys Soccer Centre opened for its first game in November 1998.

In 2003 the soccer community determined that if soccer was to continue to grow, another facility was necessary. The doors of the SaskTel Sports Centre opened to the public on January 2, 2006, and became fully operational in September of that year.

SSCI is governed by a volunteer Board of Directors, comprised of representatives from Saskatoon Youth Soccer, Saskatoon Adult Soccer and members of the community.

The Saskatoon Kinsmen / Henk Ruys Soccer Centre is the original indoor facility, and is 97,000 square feet, with four boarded hardcourt fields. Upper level spectator viewing areas include bleacher seating and access to the all ages Lounge. Facility features include:

- Large lobby area suitable for displays
- Wheelchair accessible to all areas
- 4 indoor pitches (80' x 180' each)
- 12 volleyball courts
- 16 dressing rooms with showers
- 200 seat restaurant and lounge with full bar and catering
- Parquet dance floor in Lounge
- Full service concession
- Big screen TV and arcade games
- Meeting room
- Free parking for 360 cars
- Smoke free facility

The facility can accommodate a variety of sports and training activities, including:

- Indoor soccer
- Volleyball
- Ball hockey
- Ultimate Disc
- Baseball / Softball
- Dodgeball
- Lacrosse
- Lawn Bowling / Bocce Ball
- Indoor Walking and Jogging
- Cheerleading
- Dance
- Fencing
- Handball
- Gymnastics
- Martial arts
- Wheelchair sports
- Roller derby
- Camps / clinics / tournaments
- Baton

The facility also hosts a variety of programs, functions and special events:

- Birthday parties
- Team wind-ups
- Corporate team building and parties
- Trade shows
- Dog shows and competitions
- Conventions
- Meetings
- Weddings / anniversaries / banquets
- Dances
- Receptions
- Steak nights / fundraisers
- Community / Special events (ie. Folkfest)
- Walking Group
- Indoor drop-in Playgroup

It was estimated that the Saskatoon Kinsmen / Henk Ruys Soccer Centre had approximately 360,000 visits in 2009/10, and it is expected that this number will be significantly higher for 2010/11.

1. LOCATIONS:

Saskatoon Kinsmen / Henk Ruys Soccer Centre has a full concession on the main level, and a licensed all-ages lounge and restaurant on the upper level with a full kitchen. Vending machines can be found throughout the facility.

2. HOURS OF OPERATION:

Operators are expected to be open to serve the various user groups of the facility. Hours of bookings will vary, and the Operator will be provided with rental, tournament and special event schedules on a regular basis.

3. MARKETING:

- The Operator should be prepared to work with the facility to promote the sales of food and beverages (use of PA announcements, flyers, posters, etc.).
- Maintain a general atmosphere at locations of colour brightness and cleanliness of all materials and finishes associated with food.

D. AREAS OF RESPONSIBILITY

It is the intent of Saskatoon Soccer Centre Inc. to provide within the facility the major fixed equipment, portable equipment and furniture as outlined in the Facilities Overview and plans included.

It is expected the successful Food Services Operator will supply the necessary smallwares, portable equipment, specialty equipment, tools of the trade, consumables, housekeeping, cleaning, pest control, linen, uniforms and the general materials required for the day to day operation.

- All equipment maintenance and repair
- Houskeeping within the food service and concession areas
- Equipment cleaning, including routine maintenance and cleaning of canopies, ventilators and exhaust ducts
- Extermination and pest control
- Waste to be bagged and removed to the disposal bins outside the north end
 of the building
- The receiving, handling and dispatch of all incoming supplies
- Redecorating and painting
- Major capital cost repairs and/or replacement

Any alterations to the building would be allowed only on agreement with Saskatoon Soccer Centre Inc. management. The cost of any changes agreed to will be borne by the Food Services Operator.

The Food Services Operator must maintain a neat appearance in the areas surrounding operations. This includes picking up of papers and other wastes emanating from the lounge or concession within 15-20 feet.

The Food Services Operator will be responsible for removing all personal equipment and leaving the premises clean and presentable upon the completion of the contract.

The Food Services Operator shall not assign any rights conferred by the agreement to any other person or body corporate without the written consent of the management of Saskatoon Soccer Centre Inc. or designate.

1. RULES AND REGULATIONS:

The following are rules, regulations and requirements of the winning Food Services Operator that would be contained in a contract with the facility:

1.1 The Food Services Operator will receive an exclusive license to operate the food and beverage facilities at the Saskatoon Kinsmen / Henk Ruys

- Soccer Centre. The exclusivity may have some exceptions from time to time under special circumstances.
- 1.2 The Food Services Operator will ensure that at all times there are proper and sufficient trained and qualified staffing for all concession and lounge facilities.
- 1.3 The Food Services Operator will provide an appropriate dress code for all staff.
- 1.4 The Food Services Operator will serve products of official building sponsors as directed by SSCI management, when required.
- 1.5 The Food Services Operator will maintain all equipment and fixtures in the concession and lounge facilities in good and proper working order and in a clean and sanitary condition at all times and at its own expense.
- 1.6 Saskatoon Soccer Centre Inc. will provide and pay for the water, electricity and natural gas used in the food service facilities. The successful proponent is to provide the cost of all hook-ups and service fees.
- 1.7 The Food Service Operator will maintain and keep in force during the term of the agreement public liability insurance in an amount of not less than \$1 million in a form satisfactory to SSCI. The Food Service Operator will annually provide a Workers' Compensation Clearance Certificate on the anniversary date of the contract.