



RFP – Ponoka Arena Complex Food/Beverage Concession

AUGUST 4, 2023

TOWN OF PONOKA

#200 5604 50 Street, Ponoka Alberta, T4J 1G5



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RFP – Ponoka Arena Complex Food/Beverage Concession

Section A – Information for Applicants

1. Proposal Name

This Request for Proposal will be referred to as the “RFP – Ponoka Arena Complex Food/Beverage Concession”

2. Scope of Work

The Town is inviting proposals from qualified Proponents for the provision of Food/Beverage Concession operations at the Ponoka Arena Complex.

The intent of this Request for Proposal (RFP) is to solicit innovative and entrepreneurial solutions for the delivery of Food/Beverage concession services at the above-named location. The goal of the Town is for the successful proponent to provide quality products and excellent customer service in an economical, profitable, cost efficient and effective manner in a safe food handling environment and at prices which the average customer can afford.

The successful proponent will also be responsible for the tenant improvements of the defined space for the concession within the Ponoka Arena Complex. The final design of the tenant improvements will be approved by the Developer and the Town of Ponoka

3. Site Visit

A site visit will be made available to all interested parties that wish to see the location that will be provided for the operation of the food/beverage concession.

4. Closing Time and Date

The closing date for the Ponoka Arena Complex Food/Beverage Concession will be Monday August 21, 2023 at 2:00 p.m.

5. Proposal Opening

Submitted proposals will be opened on August 22, 2023

6. Contact

Inquiries should be directed to:

Andrew Jones

Manager of Parks, Recreation and Facilities

Phone: 403-913-5693

Email: andrew.jones@ponoka.ca



7. General Terms and Conditions

This RFP is subject to the Town's purchasing policy as outlined in the Town of Ponoka Purchasing policy.

If a proponent discovers any inconsistency, discrepancy, ambiguity, error, or omission in this RFP, it must notify the Town immediately in writing.

It shall be the Proponent's responsibility to clarify any points in question with the contact person of the Town prior to submitting the proposal.

Responses to inquiries will be forwarded to all proponents.

RFPs must be signed by the person authorized to sign on behalf of the Proponent and bind the Proponent to statements made in the response to this RFP.

The Town reserves the right to:

1. Cancel the Proposal call and not accept any Proposals at all and/or re-issue the proposal in its original or revised form.
2. Reject any Proposals that fail to comply with the response requirements. Adherence to the response requirements is required to ensure an effective evaluation of all Proposals.
3. Negotiate terms and specifications/scope of work with the preferred Proponent after the selection review process.
4. If an agreement cannot be negotiated, the right to negotiate with any other Proponent.
5. Select the appropriate Proponent based on the most qualified proposal, in accordance with the criteria specified
6. Request any contractor submitting a proposal to clarify the submitted proposal, or to supply additional material deemed necessary to assist in the selection process.

The highest or any RFP will not necessarily be accepted. In submitting a Proposal, the Proponent acknowledges the Town's right to accept other than the highest fee-paying Proposal and expressly waves all rights for damages or redress as may exist in common law stemming from the Town's decision to accept a Proposal which is not the highest fee-paying Proposal, if it is deemed to be in the Town's best interest to do so.

The successful contractor shall be an independent Proponent, and nothing shall be construed to cause the Proponent to be deemed or represent itself as an agent or employee of the Town. The Proponent shall defend, indemnify, and hold the Town of Ponoka, its officers, agents, volunteers and employees harmless from any and all causes of action or



claims of damages arising out or related to the Proponent's performance under this contract.

All work shall be done by qualified personnel. Proponent will provide copies of all federal, provincial, county and municipal licenses, certificates, and permits as may be applicable.

The Town of Ponoka has outlined the requirements herein in as much detail as is currently known. Please provide any questions, additional information, or suggestions that will aid the Town in the selection process.

The Town will not reimburse Proponents for any costs involved in the preparation and submission of proposals. Furthermore, the RFP does not obligate the Town to accept or contract for any expressed or implied services.

8. Schedule of Events

The following schedule is provided for planning purposes only. The Town may alter this schedule at any time and accepts no responsibility for adherence to this schedule:

Issue of RFP - August 4, 2023

Site Visit- to be determined

Proposal submission deadline – August 21, 2023 at 2:00 pm

The Town reserves the right to alter the timeline as is deemed necessary.

9. Selection Process

The Selection Committee will consist of Town staff members.

The Committee will evaluate the Proposals based on the following criteria:

1. Understanding of the services to be provided, compliance and completeness of the Proposal.
2. Business Plan and Sample Menu.
3. References indicating previous experience in providing such service for similar projects and on which the Municipality can make an equally valid assessment of qualifications.
4. Total Lease Payment to the Town

The Committee upon review of all proposals will then recommend its choice to council for approval.



10. Confidentiality

The Town and the Proponent agree that the content of each response to this RFP will Be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this RFP, each Proponent agrees to disclose only information subject to the Freedom of Information and Privacy Act. The Town agrees to notify the Proponent should a request for information be received.



Section B – Services

1. General Conditions

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

1.1 Clauses and Conditions

The Proponent must agree to abide by all the clauses and conditions laid out in this Proposal.

1.2 Agreement

Should the Proponent's Proposal be acceptable to the Town then the Proponent shall enter into agreement with the Town.

1.3 Definitions

Wherever the words "Owner", "Town" or "Municipality" are used in these documents, it shall be understood that it means Town of Ponoka as represented by the Manager of Parks, Recreation and Facilities.

Wherever the words "satisfactory", "approved", "adequate", "suitable", or similar words or phrases are used in these documents, it shall be understood that they mean, unless the context provides otherwise, "satisfactory to the owner", "approved by the owner", "adequate to the owner's satisfaction", "suitable to the owner", etc.

Whenever the words "Request for Proposal" or "Proposal" are used it shall mean and include the agreement to do the work entered into with the Town of Ponoka, the Response Requirements, the General Conditions, the Terms of Reference, the Proposal and other documents referred to or connected with the said Request for Proposal

Whenever the word "Successful Proponent" or "Successful Concessionaire" are used it shall mean the individual, firm, company, Town of Ponoka whom a contract is awarded against this offer.

Whenever the singular or masculine is used in this document, it should be considered as if the plural or feminine has been used where the context so requires.

1.4 Withdrawal

Proposals may be withdrawn at any time prior to the closing date and time at the Proponent's discretion. Withdrawal notification must be in written form, signed and



must be submitted to the Town of Ponoka. After the official closing date and time, all Proposals received shall be irrevocable.

1.5 Award of Contract

The award of this contract is subject to approval by the Manager of Parks, Recreation and Facilities and such approval to be finalized no later than sixty (30) days after the Proposal closing. This condition is for the benefit of the Town of Ponoka only and may be waived by the Town at any time. In no event will the successful Proponent be permitted to alter or withdraw the bid during that time period. Should the contract not be approved by Town Council, the Town reserves the right to reject all Proposals.

1.6 Proponents Responsibility

The successful Proponent will be held responsible for the care of the work and whatever pertains thereto from the commencement of the same to its final completion. The successful Proponent shall be responsible for all damage caused by their employees, their equipment or their supplies, to Owner's property, equipment, buildings and building contents. The successful Proponent shall employ such methods as necessary to avoid defacement or damage to the Owner's property.

The successful Proponent will also be responsible for all tenant improvements in the pre-approved space that has been allotted by the Town of Ponoka. This includes all renovations and upgrades prior to the official opening of the building.

The successful Proponent shall be responsible for all injuries to persons caused by the Proponent's staff, equipment or supplies. The successful Proponent shall indemnify and save harmless the Owner from all suits and actions as a result of injury or death to persons; damage to the property of the Owner or others; caused by the Proponent or their staff, resulting from any cause whatsoever deriving from the performance of their work.

1.7 Insurance

The successful Proponent shall, at their expense, obtain and keep in force during the term of this contract, Comprehensive General Liability Insurance satisfactory to the Town, including the following:

- I. Have a limit of comprehensive general liability of not less than 2,000,000.00 inclusive for any occurrence.



- II. Be comprehensive liability insurance covering all operations and liability assumed under this agreement with the Town;
- III. Be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without sixty (60) days prior notice to the Town;
- IV. Name the Town and the Municipality wherein the work is to be undertaken as insured parties.

The successful Proponent shall provide, together with its executed agreement, a certificate (s) of insurance or certified copy (ies) of the above referred to policies, satisfactory to the Town of Ponoka together with proof of renewal at least ten (10) days prior to expiry.

Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Town of Ponoka may require that the successful Proponent provide a certified copy of the policy.

1.8 Workplace Safety

The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued annually on or before the anniversary date of each year.

1.9 Compliance with Laws, Regulations and Policies

The Contractor shall comply with all labour, police, health, environment, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term.

The Contractor shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Contractor's responsibility to comply with:

- Environmental Protection Act and Regulations;
- Workplace Safety and Insurance Act;



- Occupational Health and Safety Act;
- Safety or other Policies established by the Authority or the Town;
- Ministry of Transportation Regulations including the Commercial Vehicle
- Operating Regulations; and
- Electrical Safety Authority.
- Alberta Health Services

The Contractor shall indemnify and hold harmless the Town of Ponoka and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

The Contractor shall comply with all applicable municipal, provincial and federal laws pertaining to the Contractor's services provided herein to the Town including, without limiting generality, all labour, police, health, environmental, public health and sanitation laws and regulations imposed by public bodies having jurisdiction over such matters.

Please be advised that the Owner has a Policy on Health & Safety. The successful contractor is requested to ensure that employees are advised and have a sound knowledge of this policy.

1.10 License, Permits and Taxes

The Proponent shall secure all licenses and permits and approvals required for operation of the food service provided hereunder. The Proponent shall pay GST, and other business taxes attributable to the food service operation. The proponent is responsible to pay any property taxes that may be assessed to the contracted concession area.

1.11 Damage to Proponents Supplies

The Town will not be responsible for damage to, or loss of, the successful Proponent's supplies, materials or equipment in the building nor to the successful Proponent's employee's personal belongings brought into the building.

1.12 Procurement of Materials

Unless otherwise specified herein, the Owner will not give any assistance in the procurement of materials or equipment necessary for carrying out and completing the work. Should the owner supply certain equipment to enable the successful Proponent to perform the work, then such equipment must not be removed from the premises without the Owner's written authorization.



1.13 Fire Safety

It is expected that the successful Proponent and their employees will familiarize themselves with the building layout, fire exits, fire extinguisher locations and the building fire evacuation procedures.

1.14 Health Unit Approval

AHS Health approval must be obtained prior to concession vendors opening.

1.15 Indemnification

The successful Proponent shall indemnify and save harmless the Town and their employees from all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this Agreement, save and except for damage caused by the negligence of the Town of Ponoka or their employees.

1.16 Assignments

The successful Proponent shall not assign, transfer or sublet this contract or any part thereof without the written consent of the Town. This contract and everything therein contained shall be binding upon the parties hereto, their respective successors and assigns.

1.17 Interpretation

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final.

1.18 Verbal Arrangements

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The successful Proponent must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Town of Ponoka, or in prosecuting any claim against the Town of Ponoka.

1.19 Failure to Preform

If the successful Proponent fails to provide the services agreed, within the time specified, the Town reserves the right to cancel the contract and obtain services from alternate sources.

2. Scope of Work

Responsive proposals inclusive of their business plan will define the Proponent's ability to provide services outlined below.



2.1 Tenant Improvements

The Proponent will be responsible for costs and design of the identified space for concession operation. No provisions for a stove, range, or deep fryer will be available.

2.2 Food and Beverages

The proposed menu shall be determined by the Proponent but should include the types of items typically found at similar facilities (cheese burgers, fries, chips, candy, etc.).

There should, as a minimum requirement, be a selection of beverages including pop, sports drinks, hot drinks (coffee/tea) and bottled water. The sale of tobacco products in any manner is strictly prohibited.

2.3 Expenses

All expenses for the food and beverage service, staffing and security personnel will be the responsibility of the Proponent. All necessary food preparation equipment will be the responsibility of the Proponent. The Proponent's will receive all revenue generated from the sale of food and beverages.

2.4 Concession Area Maintenance

Prior to the commencement of service, the Town and the Proponent will perform a walk-through of the concession area. The Proponent is to supply all appliances and preparation tables/counters, coolers, freezers and any other equipment required for their operation.

The Proponent will be responsible for annual maintenance and repair to the leased area, which results from normal use. Daily clean-up and weekly deep cleaning, to a standard acceptable to the Town and Alberta Health Services, of the concession area and seating area shall be the responsibility of the Proponent. Any damage to the area as a result of negligent operation of the Proponent shall be repaired by the Town at the expense of the Proponent. The Town may hold the Proponent's deposit to cover any unpaid repairs that have been identified as the Proponent's responsibility.

2.5 Operating Rights

The Town will not compete with the Proponent however the Proponent does not have exclusive operating rights in Town of Ponoka facilities.

It has been the practice of the Town to permit various special event organizers to operate an event within a designated area of Town of Ponoka facilities and that a



component of their event includes food/beverage vendors. The Town reserves the right to continue this practice.

2.6 Service Hours

The concession operation shall be open during the following hours, at a minimum, upon commencement of the contract:

Monday-Friday 3:30 p.m. – 9:00 p.m.

Saturday 8:00 a.m. – 9:30 p.m.

Sunday 8:00 a.m. – 8:00 p.m.

After a period of operation, the Proponent and the Town may alter the hours of operation if agreed upon by both parties.

3. Project Commencement

The Successful Proponent and the Director of Community Services will mutually agree upon the start date for the concession to start operation, upon the awarding of the contract.



Section C – Proposal Content

1. Applicant Information Sheet

Legal Contractual Name of business: _____

Owner's Name: _____

Business Mailing Address: _____

City, Province, and Postal Code: _____

Email Address: _____

Phone: _____

Contact Person of Operations: _____

Business Telephone: _____

Insurance Company: _____

Experience and Qualifications

Years	Facility	Duties



3. Financial Terms of Contract

The annual lease price for the Ponoka Arena Complex Food/Beverage Concession will be _____/month. This will be the responsibility of the successful Proponent to pay prior to the start of business each year. If the successful Proponent fails to pay the agreed lease payment the Town of Ponoka reserves the right to evict the tenant after giving formal written notice.

4. References

Provide references that demonstrate the Proponent has the experience and ability to provide a food/beverage concession operation service to the Town. The Town may contact the references to obtain information in relation to the quality and scope of work.

Reference #1: _____

Reference #2: _____



Section D – Proposal Checklist

1. Proposal Checklist

(To be enclosed in the Proposal Envelope)

Before Sealing the envelope, please check that the following have been done:

1. Have you enclosed 3 copies of the RFP Package Pages
2. Have you included:
 - a. Applicant information sheet
 - b. Business plan and proposed menu
 - c. Financial terms of contract

Note: your proposal will be informal and may be disqualified if any of the foregoing points have not been complied with.