

Invitation to Tender ITT14-0043

Leased Concession – Fountain Park

Date Issued: November 20th, 2014

Due Date: December 16th, 2014, 2:00 p.m.

Contact Information:

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Leased Concession – Fountain Park Recreation Centre

Part 1 – General Information and Scope of Contract

I. Introduction

The City of St. Albert is inviting proposals for the provision of leased concession services at Fountain Park Recreation Centre. Fountain Park Recreation Centre is a full-service aquatics facility that provides leisure and educational aquatic experiences for residents and visitors of all ages and houses St. Albert's only competition indoor pool. It also has a convertible racquet court, children's playground and meeting rooms.

Interested parties are requested to attend a non-mandatory site visit **Tuesday, December 2nd, 9:00 AM**. Proponents are strongly encouraged to attend and perform a site investigation; it is the proponents' responsibility to ensure they are familiar with the venue and site conditions are considered in their proposal submission.

II. Background

The City of St. Albert operates the concession at the Fountain Park Recreation Centre. The facility is located near a daycare and to multiple schools, with Paul Kane High School being the closest. The concession operates as a cozy café with a fireplace and seating area with a capacity for approximately twenty five people. The menu serves a variety of coffees, baked goods, sandwiches and other hot food. The concession currently generates approximately \$92,000.00 per year in sales.

The café offers food suitable for morning, afternoon and evenings including a hot beverage program. The peak times for the café corresponds with the facility's class and special events schedule as well as the high school lunch hour during week days. Information and schedules of classes and events can be found on the City website. <http://www.stalbert.ca/getting-active/recreation-facilities-venues/fountain-park-recreation-centre/>.

Fountain Park caters to approximately 300,000 visitors during the year. It houses a Coca-Cola beverage vending machine and two snack vending machines; all are operated and contracted through third party suppliers.

The Facility Operation Hours:

Monday to Friday:	5:30 am - 10:00 pm
Saturday:	6:00 am - 8:30 pm
Sunday:	7:00 am - 8:30 pm

The Cafe Operation Hours:

Monday to Friday:	8:00 am - 7:00 pm
Saturday and Sunday:	9:30 am – 4:30 pm
Statutory Holidays	Closed
<i>Hours of operation varies if there are swim meets or other events</i>	

III. Details of Space for Lease

The space for lease is 250 sq. Ft. plus a storage room that is 93 sq. Ft. There is also a public seating area that is 687 sq. Ft. that will be licensed at no additional cost.

The layout of the concession area is provided as reference on Attachment I – FPRC Concession Layout.

The café is currently equipped with the equipment listed below. The equipment will be included in the lease of the space for the Operator's use.

Type of Equipment	Brand	Description	Quantity
Bagel Toaster	Black and Decker	4 slots	1
Buffet		Furniture	1
Cash Register	Uniwel		1
Chairs		Black w/Metal legs	8
Cooler Standing Display	Coldmatic	4' x 4'	1
Dishwasher	Whirlpool	Quiet Partner II	1
Duel Oven	GE		1
Espresso Machine	Nuova Simonelli	Mac Digit	1
Freezer	Danby	11 cu ft	1
Freezer (commercial)	Frigidaire		1
Fridge	Danby	11 cu ft	1
Fridge/Freezer	Frigidaire		1
Hood Fan	Air King	D31306	1
Leather Chairs		Brown	4
Microwave	Homestyle	<1 cu ft	1
Mini Deep Freeze			1
Mini Fridge	Igloo		1
Panini Press (commercial)	Waring	WPG250C	1
Rolling Storage Rack		Metal	1
Safe	Safety Safe	<1 cu ft	1
Slow Cooker	Crock Pot	7L	1
Slow Cooker	Black and Decker	7L	1
Tables			4

IV. Scope of the Contract and Operator Responsibility

The extent of the lease and sole function of the contract is to operate a concession serving food and beverage to the patrons and visitors of the facility. The City would like to ensure the area is utilized with a theme and menu appropriate to the venue for example, a boutique café.

The initial term of the contract is five years, commencing April 1st, 2015 and terminating March 31st, 2020 with an option to renew for an additional five year term. The Operator will start operations with an approximate move in date of April 1st, 2015 and an opening date of May 1st, 2015.

The concession space will be leased on a monthly rate payment and a percentage of gross sales.

The leased space is subject to property taxes (approximately \$1,500 per year); the property taxes will be the responsibility of the Operator.

The monthly rate will be fixed for the first 3 years. A predetermined amount will be negotiated at the time of award for year 4 and 5.

The Operator must provide service to accommodate the requirement of the facility. The operational hours must be consistent and flexible to be conducive to the needs of the patrons.

The menu is to include food suitable for morning, afternoon and evenings and include a hot beverage program. As well, the menu must be comprised of healthy options and have a minimum of 50% mix of “choose most often” and “choose sometimes” as defined by Alberta Health Guidelines at www.healthyalberta.com.

The Operator must adhere to any contractual provisions that the City is subject to in operating the facility, such as serving only Coca-Cola products for its beverages. The operator must purchase coke products directly from Coke; the Operator will be privy to the City’s contract pricing.

The Operator will be responsible for providing any other equipment and small appliances required.

The Operator will be responsible for maintenance of the equipment as needed and is responsible for own garbage collection and removal. Garbage from public use will be managed by the City.

It is important that Proponents read and understand this complete Invitation to Tender document prior to the submission of your proposal.

V. Project Time Line

1. Site Meeting – 9:00am, December 2nd, 2014
2. Submission Dead Line – 2:00pm, December 16th, 2014
3. Evaluation – December 17/18th, 2014
4. Interviews if necessary – December 19th, 2014
5. Award – December 31st, 2014
6. Move in Date – April 1st, 2015
7. Opening – May 1st, 2015

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Part 2 – Instructions to Bidders and Evaluation

I. Proposal Submission

1. Your proposal shall include the following:
 - i) completed and signed Bid Sheet
 - ii) proof of experience documentation and references
 - iii) proposed operation plan including branding theme/concept
 - iv) menu including pricing

Failure to provide complete information may result in the disqualification of your proposal.

3. Proposals shall be submitted in a sealed envelope, clearly marked as follows:

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complete with your firm's name and return address. Proponents are completely responsible for ensuring that their bids reach the correct final location prior to the bid submission deadline.

4. Emailed or faxed submissions will not be accepted.
5. Your submission will be considered if received not later than **2:00 p.m. (local time), December 16th, 2014** at:

City of St. Albert
St. Albert Place, 3rd Floor Reception (Across Elevators)
5 St. Anne Street
St. Albert, AB T8N 3Z9
Attention: Donna Taday

Proposals received by the City after the designated closing time indicated above will not be accepted.

6. Prior to the submission deadline, all questions shall be directed in writing (email acceptable) to:

Donna Taday, Purchasing Coordinator
Purchasing Services
Email: dtaday@stalbert.ca

7. Requests for information, clarifications, amendments, extensions or any other material change that may affect the content of the proposals or the submission deadline will not be considered by the City within 72 hours of the submission deadline.
8. Any and all new relevant information will be made available prior to the submission deadline and released to all known proponents.

II. Proposal Review and Award

1. The proposals will be opened in private immediately following the bid submission deadline.
2. The intent of this process is to evaluate each firm's suitability as the provider of these services. It is possible that a short list of potential vendors may be determined from this process and that each of these vendors will be provided an opportunity to make a presentation to the City prior to final award.

3. Proposals will be evaluated based on the following criteria:

Criteria	Weight
Experience and ability to provide the required services	25
Vision/Theme/Concept	20
Rent/Pricing	20
Menu including its pricing	25
References	10
Total	100

4. The highest priced or any proposal will not necessarily be accepted.
5. Unsigned proposals will not be considered.
6. The final result of this tender process will not be released until the evaluation process has been completed and a contract has been awarded.

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Part 3 – ITT Terms and Conditions, Standard

I. Terms and Conditions

1. All pricing will be quoted in Canadian dollars. Price adjustments due to currency fluctuations, or any other reason, will not be accepted.
2. Pricing quoted will be firm and unchangeable after the time and date of bid closure. Prices will be guaranteed for a period of at least 90 days from the submission deadline.
3. All prices quoted shall be exclusive of the Goods and Services Tax. The successful Proponent will be required to show the G.S.T separately on their invoices. All other taxes, including tire tax if applicable, will be included in the bid price.
4. The City of St. Albert is a Net 30 Day account and all bids will be tendered as such. Bids requiring payment in less than 30 days may be rejected, however, early payment discounts will be considered.
5. Unless otherwise directed, all prices quoted shall be inclusive of all freight and delivery charges. Delivery shall be F.O.B. the City of St. Albert.
6. There is no expressed or implied obligation on the part of the City of St. Albert to reimburse responding Proponents for any expenses incurred in the preparation or delivery of the bid documentation or responses.

II. Acceptance of Submissions

1. Unless explicitly stated otherwise, submission a tender indicates acceptance by your firm of the terms and conditions contained in this Invitation to Tender (ITT).
2. The City reserves the right to withdraw, at its discretion and at any time, this Invitation to Tender. The City will not be held liable for any expenses, costs, loss or damage incurred or suffered by any Proponent as a result of such withdrawal.
3. The City reserves the right, without prejudice, to reject any or all submissions.

III. Accuracy of Information

1. All information contained in this document with respect to operations, qualities, quantities, values, description of properties, losses, etc., are reasonably and realistically accurate to the best of the City's knowledge, however, are not guaranteed by the City. It is each proponent's responsibility to obtain and verify to the best of their ability the information required to respond accurately to this Invitation to Tender.

IV. Confidentiality, Security and Release of Records or Information

1. Any information or knowledge gained or obtained by Proponents as a result of this process will be maintained in confidentiality and will not be sold, distributed or in any way used for profit.
2. All quotations submitted to the City become the property of the City in their entirety. Submissions and the information contained within will be held in confidence as much as is reasonably possible and subject to the disclosure provisions contained in the Freedom of Information and Protection of Privacy Act (FOIPP Act”).

3. The successful Proponent acknowledges that the FOIPP Act applies to all information or Records, as defined in the FOIPP Act, which are collected or created for the purposes of this Contract and within the successful Proponent's custody or control.
4. The successful Proponent must make reasonable security arrangements to ensure that personal and other information protected under the FOIPP Act is secured against unauthorized collection, access, use, disclosure or destruction.
5. The successful Proponent will promptly notify the City, no later than two business days from the date that the successful Proponent becomes aware of the disclosure, of any collection, access, use, disclosure or destruction of information or Records contrary to the terms of this Contract, and promptly take all reasonable actions to prevent further unauthorized collection, access, use, disclosure or destruction.
6. The successful Proponent agrees to provide written notice to the City within two business days of receiving a request for access to City Information.
7. The successful Proponent will provide to the City any or all records within its custody or control collected for or relating to this Contract within seven (7) days of the City's written request and at the conclusion of this Contract will dispose of the records as directed by the FOIPP Act or the City's authorized Records representatives.
8. The successful Proponent will provide the City with the right to audit the security and privacy systems used by the successful Proponent to ensure that the City Information is secured, maintained in confidence and used only for the purposes of performing the work under this Contract.

V. Negotiation and Termination of Contract

1. To a reasonable degree, the City reserves the right to negotiate the final contract with the successful Proponent outside of the defined scope of services indicated in the ITT.
2. At any time and at the sole discretion of the City, the City reserves the right to terminate any and/or all services provided by the successful Proponent should the services provided be deemed to be unsatisfactory. In this event, the City will provide written notice to the successful Proponent of the unsatisfactory condition and if the vendor does not remedy the unsatisfactory condition within 30 days of the date of written notice the City will terminate the service(s) on 30 days written notice.

VI. Conflict of Interest

1. All Proponents are required to disclose to the City any direct or potential conflict of interest in their ITT submission. The disclosure will detail the nature and degree of the direct or potential conflict. The City reserves the right to reject a proposal and/or to cancel the award of contract if, in the City's sole opinion, any interest disclosed from any source could give the appearance of a conflict of interest or cause speculation as to the objectivity of the awarding of the contract.

VII. Business Licensing

1. It is a requirement of the City that all successful Proponents who are providing a service will have a valid City of St. Albert Business License prior to commencement of the work and maintain that license for the duration of the project.
2. It may be a requirement of the City that all successful Proponents who are providing a tangible product or good will have a valid City of St. Albert Business License prior to commencement of the work and maintain that license for the duration of the project if they operate within City limits.
3. 'Successful Proponents' includes any business, occupation, activity, amusement, entertainment, trade employment, profession or calling and the provision of a service of any kind that is conducted for the purpose of earning income, whether or not it is conducted for the purpose of earning a profit.

4. The City's business licensing requirements can be found on the City of St. Albert website: <http://www.stalbert.ca/bylaws>. Alternately any questions regarding the City's Business licensing requirements may be directed via email to: cwong@st-albert.net.

VIII. Insurance

1. The Operator shall, in both its own name and in the name of the City (as an additional insured) place and maintain a policy of commercial general liability insurance.
2. The Operator shall be solely responsible for determining that it has sufficient and effective insurance coverage as required by the City, and acceptance or rejection of the same by the City shall not in any way make the City liable to the Operator or imply that the City acts as a representative of the Operator further to considering the sufficiency or effectiveness of coverage.
3. Notwithstanding subsection (2), insurance coverage may be reviewed by the City from time to time and the requisite endorsements shall be amended as the City in its sole discretion deems necessary, and in any event (unless otherwise specified by the City), the required insurance coverage shall not be less than two million (\$2,000,000.00) dollars per accident or occurrence.

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Part IV - Proposal Submission Format

Your proposal should address the following points, in sequence. Each section will be clearly titled and separated from the other sections.

I. Operation

Indicate the general approach that you will use in regards to the operation of the concession.

Include your operational strategy and staffing levels in detail.

How will you address the flexibility required for the concession operating hours?

II. Vision

Describe your vision or theme for the space. Include seating layout and signage plans, submit any drawings if available.

III. Qualifications

Demonstrate your (firm's) ability to provide the required services. Provide a detailed listing of qualifications and previous/existing related operations and experience. In addition, provide a listing of related references, including names, relationship, address and current telephone number.

IV. Menu, Range of Product

The philosophy of the facility encourages health and wellness and the range of products should be suitable for patrons of all ages.

Proponents should provide an explanation of how the healthy food program will fit in to their menu mix.

Indicate the types of food and other products that your firm is prepared to offer; providing a sample of the items that will be available at different times of the day. i.e. breakfast, lunch, etc.

Include proposed menu with pricing.

Beverages must consist of Coca-Cola products purchased directly from Coke to comply with the City's agreement with Coca-Cola.

V. Price

Provide a proposed annual amount for the payment for the lease of the space. Enclose with your proposal, a completed and signed copy of the attached bid sheet.

VI. Provision of Equipment

Provide a listing of any additional food preparation equipment that you expect to bring on-site in order to satisfy the range of menu items that you provided in section III above.

REFERENCES

Proponents are required to complete and submit this section along with their Proposals. Proponents are requested to list a minimum of three (3) references where the Proponent has provided the proposed service within the past two (2) Years. For the evaluation purposes of this ITT the City may contact and conduct discussions with references submitted or any other entities not listed herein to verify performance of proposed system and the proponent.

Name of the Company:	Company Contact Name:
Date of Service:	Contact Phone Number:
Approximate Agreement Value:	Contact Email:
Description and Relevancy:	

Name of the Company:	Company Contact Name:
Date of Service:	Contact Phone Number:
Approximate Agreement Value:	Contact Email:
Description and Relevancy:	

Name of the Company:	Company Contact Name:
Delivery Date of System:	Contact Phone Number:
Approximate Agreement Value:	Contact Email:
Description and Relevancy:	

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Bid Sheet

		Monthly Rate
1.	Monthly payment for the cafe area, 250 sq. Ft, lease of site as described in this tender document.	\$ _____
2.	Monthly payment for storage area, 93 sq. Ft. lease of site as described in this tender document.	\$ _____
	Total Monty Rate:	\$ _____
3.	Monthly percent of total gross sales	_____ %

The concession space will be leased on a monthly rate. Payments are required monthly.

The rate proposed will be fixed for the first 3 years. A predetermined amount will be negotiated at the time of award for year 4 and 5.

UNSIGNED TENDERS WILL NOT BE ACCEPTED!

DATE:

FIRM NAME:

ADDRESS:

CONTACT:

PHONE/FAX:

EMAIL:

(Please Print)

SIGNATURE: