



REQUEST FOR PROPOSAL
Arena Concessions Services - 131 River Drive

Issued: February 1, 2024
Closing: February 13 2024 4:00:00PM
RFP Contact: Matthew Cybulski
Telephone: 867 863 6271
Email: CAO@Carmacks.ca

RFP – Concession Services- Carmacks
Recreation Complex (VoC)

Table of Contents

1.0	GENERAL	3
1.1	Invitation to Submit a Proposal	3
1.2	Inquiries, Errors or Omissions.....	3
1.3	RFP Amendments	3
1.4	Submissions.....	4
1.5	Freedom of Information and Protection of Privacy (FOIP).....	4
1.6	Cost to Submit.....	4
1.7	Termination of Negotiations and/or RFP Process	4
1.8	Period of Commitment.....	4
1.9	Cost	4
1.10	Irrevocability of Proposals.....	5
1.11	Proposal Rejection	5
2.0	INFORMATION	5
2.1	Background	5
2.2	Scope of Work.....	5
2.3	Security Requirements	5
3.0	EVALUATION CRITERIA	5
4.0	PROPOSAL CONTENT	6
4.1	Proposal Submission Letter.....	6
4.2	Vendor Profile	6
4.3	Project Understanding, Concepts and Proposed Methodology.....	7
4.4	Project Work Plan.....	7
4.5	Vendor Experience and References	7
4.6	Costs.....	7
5.0	AWARDING OF CONTRACT	8

1.0 General

1.1 Invitation to Submit a Proposal

The Village of Carmacks invites interested companies to provide proposals for the provision of Concession Services to the buildings listed below.

- Carmacks Recreation Complex - 131 River Drive - Carmacks, YT - Y0B1C0

Details are generally described in Schedule 'A' Specifications and elsewhere in this RFP document.

RFP Title: Arena Concession Services - CRC - 131 River Drive

RFP Issued: February 1, 2024

RFP Inquiries received up to: February 12, 2024

RFP Closing Date and Time: February 13, 2024 4:00:00 PM Local Time

Proposal Selection and Award: February 13, 2024

Contract Start Date: February 14, 2024

This RFP will be conducted with the objective of maximizing benefits for the Village of Carmacks while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the specifications laid out in this RFP. Failure to satisfy any term or condition in this RFP may result in the Proposal being deemed unacceptable. The Village of Carmacks reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. The Village of Carmacks reserves the right to accept a Proposal other than the lowest price Proposal without stating reasons.

This RFP does not commit the Village of Carmacks to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at meetings with Village staff.

1.2 Inquiries, Errors or Omissions

All inquiries must be directed to the RFP Contact in writing by February 12, 2024. Inquiries and responses will be recorded and may, in the municipality's discretion, be distributed to all Vendors.

Vendors should notify the RFP Contact in writing of any ambiguity, divergence, error, omission, oversight or contradiction in this RFP.

Verbal responses to inquires are not binding on any party.

1.3 RFP Amendments

The Village of Carmacks reserves the right to amend the RFP documents and addendum up to 48 hours prior to the RFP Closing Date and Time. Any changes to this document will be communicated to all involved vendors, in writing, as an addendum.

1.4 Submissions

Proposals shall be received at the VOC office no later than **4:00:00 p.m., Yukon Standard Time on February 13, 2024** by one (1) of the following two (2) methods:

- 1) By hand/courier delivery to the only acceptable address and department:
CAO Office, Village of Carmacks, 143 River Drive, PO Box 113, Carmacks YT, YOB1C0, clearly marked “**RFP Arena Concession Services - CRC ; OR**
- 2) Electronically submitted at the only acceptable email address:

CAO@Carmacks.ca

cc Finance@Carmacks.ca

Please note: Maximum email file size limit is 15MB, or less.

Any proposals received after the closing date and time will be considered disqualified.

Vendors are responsible for verifying that their submissions have been received at the correct location.

1.5 Access to Information and Protection of Privacy Act (ATIPP)

All proposals submitted become the property of the Village, and as such are subject to the provisions of Yukon’s Access to Information and Protection of Privacy Act.

Respondents who wish to ensure particular parts of their proposal are protected from disclosure under the Act should specifically identify any information or records provided with their proposal that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Access to Information and Protection of Privacy Act for further information.

1.6 Cost to Submit

The Village of Carmacks will not be liable for any costs incurred by any vendor in the preparation and submission of a proposal, in the facilitation of a presentation to support the proposal, or any other activities related to the creation of their proposal.

1.7 Termination of Negotiations and/or RFP Process

The Village of Carmacks reserves the right to terminate contract negotiations with any vendor and to enter into contract negotiations with any other vendor if, in the opinion of the VOC, at any time, the contract negotiations with the initially selected vendor will not be satisfactorily concluded in the best interests of the Village of Carmacks.

1.8 Period of Commitment

Proposals shall be final and binding for 90 days from this RFP’s closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Vendor is requested to do so by the Evaluation Team.

1.9 Cost

Generally, if all Proposers offer sufficient references and experience the Proposer offering the highest concession fee (%) and most appropriate services for the location will be awarded the contract. The Village reserves the right to refuse any and all proposals.

1.10 Irrevocability of Proposals

Vendors may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the RFP Contact. All Proposals become irrevocable after this RFP's closing date and time.

1.11 Proposal Rejection

The evaluation team may reject any or all Proposals.

2.0 INFORMATION

2.1 Background

The Village of Carmacks has a population of 600+ and provides municipal services including administration, finance, public works, recreation, water, wastewater, and waste management services. Centrally located in the Yukon Territory, Carmacks is a major service centre and regional market for over 1,000 people in the Mayo/Tatchun region and surrounding area. The proximity to Whitehorse and Dawson City contribute to our continued growth and economic stability. The quality lifestyle in Carmacks reflects the values and interests of our residents, which translates into a strong sense of community pride. Carmacks has safe and friendly neighbourhoods, beautiful parks, a fabulous path and trail system, and many of the amenities associated with a big city.

2.2 Scope of Work

Please see Schedule A for details regarding each of the municipal building(s) to be serviced.

2.3 Security Requirements

Before award of a contract, the following conditions must be met:

- (a) The Vendor's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Schedule B;
- (b) The Vendor must provide the name of all individuals who require access to classified or protected information, assets or sensitive work sites;

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Village.

3 EVALUATION CRITERIA

The Village of Carmacks reserves the right to accept or reject any and all proposals. The Town reserves the right to accept a submission other than the lowest price submission without stating reasons. By the act of submitting a response to this RFP, the vendor waives any rights to contest in any legal proceeding or against the right of the Village of Carmacks to award the work to any vendor in its sole discretion.

The first stage will consist of a review of all submissions to ensure that each submission was received on time, that the certification is properly completed and signed, and the submission is sufficiently responsive to the RFP.

Following the initial evaluation of the proposals, the second stage will consist of a comprehensive evaluation of the RFP based on the criteria listed below. The vendor may be contacted at that time to provide further information or address any questions or issues that may have arisen while evaluating the vendor's proposal.

Evaluation Category	Weighting	Rating	Score
Company Profile and Experience	25		
Experience and Qualifications of Personnel	20		
Equipment, Janitorial Supplies and Cleaning Products	20		
Financial – Lump Sum Contract Price	25		
Optional Interview	10		
TOTAL	100		/1000

Proposals will be evaluated and ranked according to the outline below. Evaluations will be based on a scale of 0 to 10. The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score. The Village reserves the right to reject any proposal that receives a rating of four (4) or less on any criterion.

Rating	Description
10	Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.
8	Somewhat exceeds expectations; Proponent has a very good understanding of the requirement, very good probability of success.
6	Meets expectations; Proponent has a good understanding of the requirements, good probability of success.
4	Somewhat meets expectations; minor weakness or deficiencies, Proponent understands the requirement, fair probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

4 PROPOSAL CONTENT

Proposals should be organized in the following format using the section titles and sequence listed below:

1. Proposal Submission Letter
2. Vendor Profile
3. Project Understanding, Concept and Proposed Methodology
4. Project Work Plan
5. Proponent Experience and References
6. Costs

4.1 Proposal Submission Letter

Must be signed by an authorized representative of the Vendor and included in the Proposal.

4.2 Vendor Profile

The Proposal must include:

- Details of Vendor's experience that is relevant to the Villages's needs and objectives.

- Examples of successful project delivery by key staff members.
- Indicate local knowledge and experience.
- Identify number of years Vendor has been in business.
- Vendor Team:
 - Resumes of key personnel should demonstrate experience and expertise and be provided in an Appendix.
 - Identify proposed sub vendors.
 - Demonstrate experience and expertise of the proposed team members.
 - Specify each team member's role and responsibility on previous projects.
 - Identify capacity of team to commit to Villages's objectives and priorities.

4.3 Project Understanding, Concept and Proposed Methodology

1. Understanding of the objectives and Vendor's approach to meeting those objectives (**1 paragraph to a maximum of 1 page**):

- The Proposal should demonstrate a clear and coherent understanding of the Villages's requirements and needs and the opportunities and challenges that may surface during the period of the Contract.
- Indicate why you are interested in the Village as a client.

2. Appendices:

- Proof of Insurance (minimum \$2,000,000 and the Village of Carmacks **needs to be listed as additional insured at time of contract signing**), WCB Clearance letter and a Village of Carmacks Business License (if already obtained).
- Security Requirements as listed in SCHEDULE B.
- Other

4.4 Project Work Plan

- Approach to Concession Services Management including two potential menus
 - Describe systems used for planning, scheduling, and managing implementation services.
 - Describe the vendor's experience with dispute resolution.

4.5 Vendor Experience and References

The vendor shall include a list of three (3) recent and relevant projects (within the last three years) with their RFP package. Each of the references shall include a contact person complete with title, and phone number. The references will reflect similar work that has been provided. Preference will be given to companies with experience working with municipalities with similar demographics and requirements to the Village of Carmacks.

4.6 Costs

The operator shall pay all expenses related to the operation of the concession area including all taxes, products for resale, ingredients, and general cleaning supplies. All invoicing related to the operator's operational expense shall be billed directly to the operator except those expressly stated to be paid by the Vilalge. The Village shall pay all utilities such as hydro, gas, and water

5 Awarding of Contract

This RFP should not be construed as a contract to purchase goods and services. Only written notice, to the vendor of acceptance of the proposal by the Village of Carmacks, and the subsequent full execution of a written agreement, shall constitute a contract for the provision of **Arena Concession Services - CRC - 131 River Drive**

The Village of Carmacks reserves the right to accept or reject, in whole or in part, all proposals received. The lowest or any proposal will not necessarily be accepted, as various criteria are used in the evaluation process.

No act of the Village of Carmacks, other than a notice in writing signed by the Chief Administrative Officer, or his/her designate, shall constitute an acceptance of a proposal.

The Village of Carmacks reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, The Village of Carmacks may reject any proposal which:

- Is incomplete, obscure, irregular, or unrealistic;
- Has non-authorized (not initialed) erasures or corrections in their proposal offer or any schedule thereto;
- Omits or fails to include any or more items in the proposal offer for which a price is required by the RFP;
- Fails to complete the information required by the RFP to be furnished with the proposal or fails to complete the information required whether the same purports to be completed or not;
- Fails to be submitted before the deadline.

Further, a proposal may be rejected on the basis of:

- The vendor's past performance, if applicable, with the Village of Carmacks;
- Financial constraints;
- Unreasonable or unacceptable completion schedules; and
- Failure to comply with federal, territorial and municipal legislation.

The Village of Carmacks has the right, in the interest of the Village, to waive any informality, insufficiency or irregularity in any proposal responses received, and to accept the proposal that is deemed most favourable to the interests of the Village of Carmacks.

Village staff will review the Proposals submitted. The panel will score the proposals and determine the highest qualified Proposal. Interviews of the Proposers may be required to make a final recommendation. Generally, if all Proposers offer sufficient references and experience the Proposer offering the highest concession fee (%) and most appropriate services for the location will be awarded the contract. The Village reserves the right to refuse any and all proposals.

SCHEDULE A:

This contract will be written for a one (1) year term, with the option to renew once (1) for one (1) year extensions. This option is deemed to be a mutual option between both parties; The Vendor and the Village of Caramcks.

The Vendor is required to provide all cleaning supplies and equipment, unless otherwise agreed. High touch surfaces must use hypo-allergenic cleaning solutions, and all cleaning solutions must be safe to the specifications of the surface materials. Specifications available upon request.

General Maintenance

The operator shall maintain the concession areas in a manner satisfactory to the Village and Public Health Unit regulations. The operator must meet all Public Health and Safety regulations set out by Federal, Territorial and local laws. The canteen operator must ensure the condiment counter is clean and maintained and the area clean from spills. The operator will ensure employees have received proper food handling, serving, and sanitizing/dishwashing training. The operator will dispose of all daily garbage in the facility dumpster and all recyclables separated and placed in their appropriate location.

Restrictions

The area will be used for the producing and selling of basic food staples. The operator agrees to offer a menu that will be complementary to the customer's requests for breakfast, lunch, and dinner. The Village reserves the right to approve and or limit products for sale. The operator must offer healthy choices and be willing to work with the Environmental Health Unit on items for sale.

- No portable cooking equipment is permitted outside the vehicle unless under special approval from the Village, Health Unit, and Fire Department.
- The Village will provide power and water and gas to the location.
- No coin-operated vending-style machines shall be installed by the operator.
- No tobacco products or alcoholic beverages may be sold or stored on site.
- Temporary signage will be allowed in the building during the hours of operations. All other signage must be approved by the Village under any and all by-laws
- Operator must use VoC POS system for all transactions and sales – Deposit procedures to be established between VoC & Operator
- Staff vehicle (if applicable) shall give way to customers and park a reasonable distance away.
- The operator will be responsible for picking up any trash dropped within and around the concession area by your customers. The operator must keep the area neat and in a clean condition.
- The operator agrees to surrender all rights to the operation of the concession during VoC approved special events held within the arena. The Village will make every reasonable attempt to utilize the operator if possible.
- The location may not be reassigned without the approval of the Village.

PART 4—R F P – CONCESSION OPERATOR – Questionnaire

SUBMISSION FORMS

1. Legal name of organization, firm, individual, or partnership submitting this proposal

2. Address of principal place of business

3. Primary Contract

Name: _____

Title: _____ Phone: _____

Cell Phone: _____ Email: _____

Address (if different from above) _____

4. Please indicate

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Charitable Organization
- Other-explain _____

5. Years in Business _____

6. References, Please provide one (1) for Business and one (1) for Financial

Name: _____

Title: _____ Phone: _____

Cell Phone: _____ Email: _____

Address (if different from above) _____

Name: _____

Title: _____ Phone: _____

Cell Phone: _____ Email: _____

Address (if different from above) _____

7. Do you have a current VoC Business Licence? _____

If YES, please attach a photocopy of your business licence to your RFP.

*NOTE: A VoC BUSINESS LICENCE MUST BE OBTAINED PRIOR TO AWARDING.

8. Financial Proposal

Based on your expert experience in the seasonal concession business and having
1) thoroughly read the enclosed RFP documents; 2) asked the Village any questions you
may have about the terms, conditions, and responsibilities described; 3) visited the
proposed site; 4) sought legal and financial advice as needed; 5) researched the
applicable laws, ordinances, statutes, and regulations, you make the following firm and
irrevocable offer to pay the Village to operate a CONCESSION at the CRC

SEASON

One (1) Prime Season Terms – CRC Arena

Term 1: February 1, 2024 – May 31, 2024

I submit an amount of \$ (or%) _____ for year 1, term 1

Sample Menu:

The Vendor agrees to provide two sample menus for grading and evaluation during this RFP process. The VoC is prioritizing menu’s that offer a mixed variety of classic canteen options and healthy food options.

Operational Hours:

The Vendor has the option to determine operating hours but concession contract must include operational hours during the following:

Saturday’s	1PM to 5PM
During CMHA Hockey Practice	Refer to CMHA Schedule
Friday’s	4PM to 8PM

NAME	SIGNATURE
BUSINESS NAME: _____	
ADDRESS: _____	
PHONE: _____	EMAIL: _____

PART 5—R F P – CONCESSION OPERATOR – Bidders Checklist

Attach and Submit in Order

Bidders Name _____

- Business Licence If applicable
- Proof of Insurance
- Evidence of Capability (written example is sufficient)
 - Labour (written example is sufficient)
 - Financial
 - Reference Letters Two (2) letters attached
- Reviewed Location Date of site visit: _____
- Clear of Litigation
- WCB—Certificate of Clearance

By submitting this RFP you understand and agree to all aspects of this complete document.

Name (Printed)

Signature

SCHEDULE B

SECURITY REQUIREMENTS

The following security requirements (SRCL and related clauses) apply and form part of the contract.

The Vendor (if an individual) and all of the Vendor’s personnel/subcontractors who may work on site must hold a valid “Reliability Status Security Clearance” issued by RCMP Departmental Security.

Only those individuals who have met the security clearance requirements will be allowed to access the site of the work.