



REQUEST FOR PROPOSALS

Midnight Sun Complex Concession

Reference Number 2023-SAO-001

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1. **DEFINITIONS**

1. **“Senior Administrative Officer” or “SAO”** means the Senior Administrative Officer of the Town or designate.
2. **“Contract”** means the written agreement resulting from this Request for Proposal executed by the Town and the successful Proponent.
3. **“Council”** means the elected Council for the Town of Inuvik.
4. **“Department”** includes Corporate Services, Public Safety & Infrastructure, Protective Services, Parks, Recreation &, Leisure Services, and Economic Development & Tourism Departments of the Town.
5. **“Documents”** means collectively all the documents comprising the Request for Proposal.
6. **“Proponent”** means an individual or a company that submits, or intends to submit, a proposal in response to this “Request for Proposal”.
7. **“RFP”** means Request for Proposal.
8. **“Town”** means the Municipal Corporation of the Town of Inuvik.
9. **“Work”** means the consulting services that is the subject of this RFP.

2. **GENERAL INFORMATION AND INSTRUCTIONS**

Proposals will be received until 3:00 p.m. Inuvik local time on **September 30, 2023**. Four (4) copies of the proposal are to be submitted and must be clearly marked with the name and address of the Proponent, quoting Reference Number 2023-SAO-001, the closing date and the title "**Midnight Sun Complex Concession**" on the outside of the envelope. The Town will not be responsible for proposals received after the exact time and date noted and will reject and return late proposals to the Proponent unopened. Proponents are responsible for ensuring that facsimile and courier delivery occurs within the deadline.

All inquiries related to this Request for Proposals are to be directed to:

Michael Trabysh, Senior Administrative Officer
Town of Inuvik
P.O. Box 1160, 2 Firth Street
Inuvik, NT X0E 0T0
Phone: 867.777.8608
Fax: 867.777.8601
E-mail: michael.trabysh@inuvik.ca

- 2.1 The Town will not be responsible for any proposal that:
- does not indicate the Request for Proposal reference, title, or closing date;
 - does not arrive prior to the date and time displayed on the official tender clock; or
 - is delivered to any address other than that provided above.
- 2.2 Facsimile transmitted or e-mailed proposals will be accepted under the following conditions:
- the proposal is received before the submission deadline at the facsimile number or e-mail address stated;
 - the Town shall not be liable for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons; and
 - the Town cannot guarantee the confidentiality of information contained in the proposal.
 - Original copies of the proposal are to be submitted immediately following the transmission of the facsimile.
- 2.3 All questions or inquiries concerning this Request for Proposals must be in writing and be submitted to the e-mail address provided above **no later than 3:00 p.m. Inuvik local time on September 27, 2023**. Verbal responses to any inquiry cannot be relied upon and are not binding on either party.

- 2.4 Proponent's proposal will include a completed 'Appendix A' which lists all the equipment that needs to be replaced or repaired in order to make the kitchen operational
- 2.5 Any available resources noted herein can be obtained by contacting the Town via the contact information noted in this Request for Proposals.
- 2.6 This is NOT a Request for Tender or likewise. The Town is not bound to accept the proposal that provides for the lowest cost or price to the Town nor any proposal of those submitted. The Town has the right to cancel this Request for Proposals at any time and to re-issue it for any reason whatsoever, without incurring any liability and no Proponent will have a claim against the Town consequently.
- 2.7 If a Contract is to be awarded because of this Request for Proposals, it shall be awarded to the Proponent who is both responsible and whose proposal provides the best potential value to the Town. The determination of best potential value shall be at the sole discretion of the Town.
- 2.8 Notice in writing to a Proponent and the subsequent execution of a written agreement shall constitute the making of a Contract. No Proponent shall acquire any legal or equitable rights or privileges whatever until the Contract is signed by both parties.
- 2.9 The Contract will contain the relevant provisions of this Request for Proposals, the accepted proposal, as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The Town reserves the right to negotiate modifications with the successful Proponent.
- 2.10 In the event of any inconsistency between this Request for Proposal and the ensuing Contract, the Contract shall govern.
- 2.11 Any addenda made by the Town to the Request for Proposals will be issued in writing and sent by e-mail to all who have received the Documents no less than three (3) days prior to proposal deadline.
- 2.12 The Town is not liable for any costs involved in the preparation or presentation of proposals.
- 2.13 An evaluation committee will review each proposal. The Town reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
- 2.14 Proponents may not amend their proposal after the proposal deadline but may

withdraw their proposal at any time prior to acceptance.

- 2.15 Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the Proponent.
- 2.16 The proposal and accompanying documentation submitted by the Proponent are the property of the Town and will not be returned.

END OF GENERAL INFORMATION AND INSTRUCTIONS

3. **PROJECT OVERVIEW**

The Town of Inuvik requires the service of a concession operator to manage the food service facility at the Midnight Sun Complex. This Contract shall commence on the 1st day of October 2023 and terminate on the 30th day of September 2028 unless otherwise terminated or extended in accordance with the provisions of the Contract.

4. **INTRODUCTION AND BACKGROUND**

Inuvik is located 200km north of the Arctic Circle on the East Channel of the Mackenzie River. Located within the Taiga Forest just south of the tree line and Arctic Tundra, Inuvik acts as the gateway to the Western Arctic as the Mackenzie River, Dempster Highway, and Inuvik-Tuktoyaktuk Highway connect neighboring smaller communities in summer and winter.

Our community thrives on the land, nature, and culture as Inuvik is the traditional land of the Inuvialuit, Gwich'in, and Métis people, complemented by a variety of non-Indigenous people who have made Inuvik home. Many of our residents still earn their living by hunting, trapping, and fishing on the land but most are employed in Government and Indigenous government offices and organizations dedicated to enhancing the Arctic in transportation, construction, energy, and tourism.

5. **SCOPE OF WORK AND DELIVERABLES**

- 5.1 This proposal will cover use of the concession stand/main kitchen located next to the arena. It **does not** include use of the “prep kitchen” located in the community hall as it available for anyone renting the community hall. In addition, should the successful Proponent require additional storage outside the concession stand/main kitchen, it would be available only if there is no requirement for the Town to make use of any storage areas. Proponents should be aware that at this time it is not anticipated there will be any additional storage in the Midnight Sun Complex. Should there become storage available for use and the successful Proponent enters into an agreement to use the storage, there would be an associated fee charged. This fee would be negotiated at the time the storage agreement is entered.
- 5.2 The successful Proponent will be allowed to bid on catering services for events held at the Midnight Sun Complex but is not guaranteed to receive these Contracts. The successful Proponent will be allowed use of the kitchen facilities to prepare food for events at the Midnight Sun Complex if it is awarded a Contract to cater such events. The concession is to

- be available to the public and so, should the successful Proponent enter into catering services for events held in the Midnight Sun Complex, it must not reduce or close the regular concession hours during those events without written permission from the Town. The successful Proponent is not required to provide kitchen access to other parties during events at the Midnight Sun Complex but may do so with prior written permission from the Town.
- 5.3 The Midnight Sun Complex is a multi-use facility open seven days per week. The successful Proponent will propose a monthly rental fee for the space provided and the right to serve food and beverages to the visitors of the Midnight Sun Complex following, at minimum, a regular six-day-a-week opening schedule as mutually agreed upon by the successful Proponent and the Town. The successful Proponent will also be required to remain open and operational during all hockey tournaments and curling bonspiels even if they fall outside of normal operating hours.
- 5.4 The following terms and conditions are mandatory and apply to all proposals:
- Proposals must include an Operational Plan for providing food services at the Concession stand at the Midnight Sun Complex.
 - The Operational Plan must include a schedule outlining days and hours of operation for the Concession.
 - As the Concession operation must reflect well on the Town of Inuvik at sporting and other events, it must be operated in a clean and professional manner and comply with all applicable health and safety laws, regulations and by-laws of the Northwest Territories and the Town of Inuvik.
- 5.5 Proponents are required to propose a list of all equipment required to make the kitchen operational. The equipment and maintenance will be the sole responsibility of the successful proponent. Proponent will complete Appendix marked "Schedule of Kitchen Inventory" attached hereto as part of their request for Proposal.
- 5.6 The successful proponent does not have exclusive rights to items in the prep kitchen located in the community hall including the plates and utensils and this area may not be used as a temporary storage location. Under no circumstances are those items in the prep kitchen to be removed from the Midnight Sun Complex without written permission from the Town.
- 5.7 The successful Proponent will be responsible for the utilities of the Concession and all expenses relating to the operation of the Concession such as, but not limited to:

- Wages and labour;
 - Material and supplies; and,
 - Utilities including electricity, natural gas and any other utility required for the operation of the Concession. Electricity shall be billed monthly to the successful proponent based on the electrical usage recorded on the internal meter dedicated for the Concession. The rate charged will be the rate the Town is charged for electricity usage including any rate riders.
- 5.8 The successful Proponent will have key or fob access to certain areas of the Midnight Sun Complex. The successful Proponent shall follow all security regulations as required by the Town. The successful Proponent shall provide the Midnight Sun Complex Facilities Foreman a list of those employees that have a key or fob to the Midnight Sun Complex. The successful proponent must inform the Midnight Sun Complex Facilities Foreman or their designated alternate of any revisions to that list. Should there be an issue where the Town is required to make adjustments to the locks or security system as a result of misuse or loss of a key or fob by an employee of the successful Proponent, any charges will be billed to the successful Proponent. The Town reserves the right to restrict access to the Midnight Sun Complex should it be found that the successful Proponent is not properly adhering to the security policies.
- 5.9 Proposals **must clearly identify** the following:
- Proposed menu and prices for the Concession;
 - Hours of operation of the Concession;
 - List of employees who will operate the Concession and details of their experience; and,
 - Proponent’s catering experience and capabilities.
- 5.10 The successful Proponent will enter into a Contract with the Town of Inuvik which shall be in effect from the date of award and for a length of time as determined by the Contract. The Contract may be terminated at any time by either or both parties upon one month’s notice being provided in writing if the Contractor is not in any material breach of the terms of the Contract. The Contract may be cancelled at any time by the Town of Inuvik if the Proponent operates the Concession in a manner that endangers the health or safety of the residents of Inuvik or is in breach of any fundamental term of the Contract.
- 5.11 Income received from the sale of Concession items is the responsibility of the successful Proponent. Any financial loss from the sale of Concession items is also the responsibility of the successful Proponent. No claim for lost revenue may be assessed to the Town of Inuvik and the successful Proponent is fully responsible for any taxes payable arising from the

operation of the Concession.

- 5.12 Cleaning of the lobby and Concession area, floors, walls, kitchen, and garbage cans as well as the pool lobby tables during times when the area is used for eating is the responsibility of the successful Proponent. Should the successful Proponent not fulfill the cleaning responsibility, the Town reserves the right to invoice the successful Proponent for any costs including staff time to perform the cleaning.
- 5.13 Signs may be placed by the successful Proponent only in places approved by the Town of Inuvik.
- 5.16 Prior to entering into a Contract with the Town of Inuvik, the successful Proponent must demonstrate to the satisfaction of the Town of Inuvik that it has all necessary insurance such as, but not limited to, WSCC, third party liability and other necessary insurance.
- 5.17 The employees of the successful Proponent will be interacting with all ages of customers. As a result of this, any employee of the successful Proponent must provide an RCMP vulnerable sector clearance and background check. The Town reserves the right to inspect the results of these checks at any time and prevent any employee from working in the Midnight Sun Complex who it feels is not appropriate to be interacting with the public. In addition, the Proponent should submit a personal resume with the response to this RFP.
- 5.18 The Town of Inuvik reserves the right to reject any Proposal by a Proponent who employs persons who are otherwise banned from Town property or have in the past been in breach of its Zero Tolerance Policy.

6. LOCAL INVOLVEMENT

The successful Proponent is expected to utilize local resources whenever possible to maximize the benefits of this project to the community.

7. PROPOSAL EVALUATION

Proposals will be evaluated and rated by an evaluation committee using predetermined criteria to determine which proposal potentially provides the best value to the Town.

Detailed ratings and comments will be confidential, however, once the Contract has been executed, a Proponent may ask for their own detailed rating and comments and the names and total rating of the other Proponents.

In terms of relative importance, each criterion is given a pre-assigned weight as outlined on the proposal rating schedule to which each proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10. Each criterion's rating is then multiplied by the assigned weight to yield a total for that element. Summation of the individual totals yields a total score which represents the overall degree of satisfaction for the respective submission.

This procedure is repeated for each of the responsive proposals. The highest total score will determine the proposal that potentially provides the best value to the Town.

Proposal Rating Schedule

Item	Rating Criteria	Assigned Weight (A)	Unit Points Awarded (B)	Total Points (A) x (B) = C
1	Menu and Prices	30		
2	Proponent's knowledge, skill, and past experience	30		
3	Methodology	10		
4	Hours of Operation	30		
Totals		100	N/A	

Legend:

Unless stated otherwise herein, Unit Points will be assigned as follows:

<i>Deficient</i>	<i>0 points</i>
<i>Poor</i>	<i>1-3 points</i>
<i>Fair</i>	<i>4-6 points</i>
<i>Good</i>	<i>7-8 points</i>
<i>Excellent</i>	<i>9-10 points</i>

Reviews of Proposals will be confidential, and no details will be released to any of the other Proponents.

Menu and Prices

Proposals must contain the following information:

1. The menu of food items to be made available for sale at the Concession.
2. Prices for those menu items.

Knowledge, Skill and Experience

Proponents must provide information about similar work or Contracts previously obtained and, if possible, the name of a contact person and phone number that the Town of Inuvik may contact for a reference.

Methodology

Proponents must provide an Operations Plan for the operation of the Concession and catering business. Contents of the plan should include staffing, hours of operation, services provided, etc.

Hours of Operation

How closely the Proponent's hours of operation meet the Midnight Sun Complex requirements will be a factor in reviewing Proposals. Proponents must note that bonspiels and hockey tournaments are critical times to be open. Opening during other scheduled arena ice times including but not limited to public skating, figure skating, hockey practices and regular curling is optional, but the Proponent who is open during these times will be rated at a higher rating than a Proponent who is not. All other times are optional.

8. CLARIFICATION OF THIS REQUEST FOR PROPOSAL

The successful selected Proponent will be required to enter a Contract with the Town. The Contract will include, among other items, a budget including a fixed fee, a schedule for completion, and a requirement for the proponent to provide indemnity in favour of the Town and Workers' Safety and Compensation Commission coverage.

If a proponent has any questions about the contents of the Request for Proposals or about any matters relating to it, the question must be directed in writing to the Town at the contact address noted in this Request for Proposals, before September 30, 2023. Inquiries and responses will be recorded and shall be distributed to all Proponents who have received copies of the proposal.

The Request for Proposals process forms complex legal obligations. Any information obtained from any source other than the Town representative is not official and should not be relied upon. Any uncertainty regarding the process therefore must be referred to the Senior Administrative Officer.

