

REQUEST FOR PROPOSALS

CITY OF MOOSE JAW

CONCESSION AT THE KINSMEN SPORTSPLEX

Qualified individuals are invited to submit a proposal by **3:00 p.m. on Wednesday, May 31, 2017** for supplying concession services at the following City facility.

Kinsmen Sportsplex (Pool/Arena) 9th Avenue N.W. and MacDonald Street

The City's concession outlets in recreational facilities are provided as a convenience and service for facility users and also to provide opportunity for the City to generate additional revenues to support its operations. The City will award the contract to the proponent based on their desire and commitment to provide a variety of Healthy Food Options, the best possible service levels to the community and in keeping with the financial goals of the City.

Sealed proposals will be received up to **3:00 p.m. on Wednesday, May 31, 2017** by the City of Moose Jaw, c/o the office of the Parks and Recreation Department, Recreation Services Manager, 4th Floor, City Hall, 228 Main Street North.

Viewing of the concession area located at the Kinsmen Sportsplex, 9th Avenue N.W. and MacDonald Street can be scheduled by calling 306-694-4447.

Proposal documents are available by contacting:

City of Moose Jaw
Recreation Services Manager
Parks and Recreation Department
228 Main Street North
Moose Jaw, Saskatchewan S6H 3J8
Phone: 306-694-4447

Or this proposal package can be viewed on the City of Moose Jaw web site at:
www.moosejaw.ca/tenders

If you have any questions or require assistance in filling out the forms please call 306-694-4447.

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Terms and Conditions of Invitation for Proposals

- A.01 The City reserves the right to amend or reverse the *Contract Documents* prior to the date set for the closing of the *Proposal*. Prospective *bidders* will be informed of all changes, as per A.10.
- A.02 The submission of a *bid* shall be conclusive evidence that the *bidder* has carefully examined the *Proposal* documents and any amendments and/or revisions pursuant to Section A.01 above.
- A.03 Should a *bidder* find discrepancies in or omissions from *the Proposal*, or should they be in doubt as to their meaning, they should at once notify the City. The City may then amend or revise the *Proposal*, pursuant to Section A.01.
- A.04 There are no other agreements, undertakings, representations, or understandings relating to the supply of the products other than the *Proposal*. This means the *Proposal*, the *Terms and Conditions of the Proposal*, *Specifications/Supplementary Conditions*, *Bid Form* and any revisions or amendments, pursuant to Section A.01 of the *Terms and Conditions of the Proposal*. No amendment of this agreement shall be effective unless it is in writing and executed by both parties.
- A.05 The signature on the *Bid Form* of a duly authorized representative of the company bidding is a condition of acceptance.
- A.06 Any contrary terms and conditions added to the *Proposal* or on the *bidder's* own documents will deem that submission to be a counter proposal. Such submissions may be subject to outright rejection and *bidders* are cautioned to weigh carefully the consequences of contrary terms or conditions.
- A.07 **The City reserves the right to accept any *proposal* submitted in whole or in part or to reject any or all *Proposal* or to award the work in one or more contracts and to waive any irregularities.**
- A.08 The obligations and rights of *Proposers* shall be those expressed herein. No terms either implied or verbally expressed, shall affect, restrict, or in any way vary the written terms of this *Proposal*. Without restricting the generality of the foregoing, no terms may be implied by virtue of custom or usage.
- A.09 The City shall have the right to evaluate competing *proposals* in accordance with its own criteria for evaluation applied to the specific materials being proposed, whether or not such criteria has been expressly related to bidders.
- A.10 The City of Moose Jaw reserves the right to issue addendums if required. All addendums will be posted on the City of Moose Jaw website. The City of Moose Jaw will endeavor

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to not release any addendums within 48 hours of the close of the tender. It is the responsibility of the bidder to monitor and obtain any and all addendums from the City of Moose Jaw website pertaining to the proposal.

Preparation of Proposals

- B.01** Each *bidder* shall specify, on the forms supplied by the City, the price at which the *bidder* is offering to supply the items/service indicated.
- B.02** Prices listed for the products & services shown should not include Goods and Services Tax.
- B.03** Cartage - to be delivered and unloaded FOB on site, Moose Jaw, Saskatchewan, unless otherwise specified.
- B.04** All products and services must meet all current Provincial, Federal, Municipal, OH&S, etc. standards, and if any defects are found, all costs involved to correct the problem will be borne by the quoting firm.

Submission of Proposals

- C.01** Each *proposal* must be marked “**City of Moose Jaw Kinsmen Sportsplex Concession**” and submitted on or before **3:00 p.m., C.S.T., on Wednesday, May 31, 2017**, to:

City of Moose Jaw
Recreation Services Manager
Parks and Recreation Department
228 Main Street North
Moose Jaw, Saskatchewan S6H 3J8

- C.02** Telecommunication *bids* (faxed or emailed) will be accepted if received by closing of *proposal*. *Bidder* must immediately confirm the *bids* in writing. The City of Moose Jaw assumes no risk or responsibility whatsoever that any fax or email will be received and shall not be liable to any *proposer* if for any reason a fax or email is not properly received. Faxed bids will be received at (306) 692-7151. Emailed bids will be received at ParksBids@moosejaw.ca.
- C.03** A *bidder* may withdraw their *proposal* provided a written withdrawal, signed by a person authorized to sign *proposals*, is delivered to the address stated in C.01 before closing of the *proposal*.
- C.04** All *proposal* will be opened and read publicly in the office or place of address stated in C.01 shortly after the closing of the *proposal*. *Bidders* are invited to be present.

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Formation of Contract

- E.01 By submitting a *bid* the *bidder* agrees that the price shall be open for acceptance by the City for a period of 60 days after the date on which the *proposals* are to be opened.
- E.02 The City may accept a *proposal* by issuing a general standing offer to the successful *bidder* and thereby establish a contract for the supply and delivery of the product/service on the terms and conditions set forth in the documents as specified in the *Invitation to Proposal Form*.
- E.03 Failure to comply with the terms and conditions of the *proposal* will result in the successful *bidder* being notified of a breach of contract. The successful *bidder* will be allowed ten (10) days to rectify this breach of contract.
- E.04 Failure to rectify the breach of contract within the time specified in E.03 may result in the termination of the contract.

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Sealed proposals are now being accepted to supply and operate the concession in the:

Kinsmen Sportsplex, 9th Avenue N.W. and MacDonald Street

Annually for the period June 16, 2017 to June 15, 2020

Payment will be pro-rated only if the operating season is extended or shortened from that listed above and a three (3) week shut down in June.

A list of available concession equipment is attached as part of the concession agreement.

All bidders are expected to complete the attached specification submission forms and to include appropriate documentation.

Please submit payment schedule on a cash per month basis. (Not including applicable taxes).

Successful bidders will be required to:

1. Execute the attached concession agreement with the City of Moose Jaw.
2. Provide clearance from Worker's Compensation Board verifying that you are not in arrears.
3. Provide a \$1,000.00 Bond. The Bond shall be held for the duration of the contract.
4. Provide a general liability insurance policy in an amount \$2,000,000.00 each occurrence
5. Required to obtain a City of Moose Jaw Business License. Business taxes must be current.
6. To provide reference, security, and criminal record/vulnerable sector checks of all personnel working at the concession to the Owner upon request, and as new employees are hired thereafter.

Proposals must be submitted to the Recreation Services Manager, Parks and Recreation Department, Fourth Floor, City Hall, by **3:00 pm., Wednesday, May 31, 2017.**

Please mark "**Kinsmen Sportsplex Concession Proposal**" on the outside of the envelope.

Highest or any proposal not necessarily accepted. The City reserves the right to accept the proposal, which it deems most advantageous

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INSTRUCTIONS TO BIDDERS

I Purpose

To select one qualified operator to provide concession services for the Kinsmen Sportsplex facility in the City of Moose Jaw.

II Completion Deadlines

Call for Proposals Issued	May 19, 2017
Facility Visitation	Call 306-694-4447 to set up a time to visit site
Closing Date/Time of Call	May 31, 2017 – 3:00 pm

III Selection Process and Criteria

All bidders are expected to complete the attached specification submission forms and to include appropriate documentation. Incomplete proposals may be rejected and receive no further consideration.

Eligible proposals will be evaluated using the following criteria:

- | | | |
|----|--|------|
| a) | qualifications of the manager/personnel | (10) |
| b) | food preparation/service experience | (20) |
| c) | public relations skills | (10) |
| d) | concession marketing/promotions | (10) |
| e) | demonstrative financial ability | (20) |
| f) | hours of operation | (05) |
| g) | staffing levels | (05) |
| h) | food quality/healthy food options (menu) | (20) |

Only operators ranking above 80% using an aggregate score on criteria a) to h) above will receive final consideration.

The Department may interview submissions of the highest-ranked operators to clarify aspects of their submissions.

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SPECIFICATION SUBMISSION FORM

Bidders are required to include the following and are encouraged to attach appropriate documentation.

- a) **Qualifications of the Manager/Personnel:** (percent of operating hours that the manager is on site include professional qualifications)
- b) **Food Preparation/Service Experience:** (include courses, certifications, etc.)
- c) **Public Relations Skills:** (include courses, certifications, and experience)
- d) **Concession Marketing/Promotions:** (creative or innovative means to increase sales and promote concession)
- e) **Demonstrative Financial Ability:** (include documentation from a recognized financial institution)

f) **Hours of Operation**

Winter Hours **Minimum Hours** **Additional hours you are proposing to operate:**

Day	Time	
Monday	4:30 pm – 10:00 pm	
Tuesday	4:30 pm – 10:00 pm	
Wednesday	4:30 pm – 10:00 pm	
Thursday	4:30 pm – 10:00 pm	
Friday	4:30 pm – 10:00 pm	
Saturday	8:00 am – 11:00 pm	
Sunday	8:00 am – 10:00 pm	

Summer Hours **Minimum Hours** **Additional hours you are proposing to operate:**

Day	Time	
Monday	8:30 am – 9:30 pm	
Tuesday	8:30 am – 9:30 pm	
Wednesday	8:30 am – 9:30 pm	
Thursday	8:30 am – 9:30 pm	
Friday	8:30 am – 9:30 pm	
Saturday	1:00 pm – 4:30 pm 7:00 pm – 9:30 pm	
Sunday	1:00 pm – 4:30 pm 7:00 pm – 9:30 pm	

g) **Staffing Levels:**

h) **Menu Items:** food quality/healthy food options

please attach additional information with this form for submission
“Please Use This Form For Submission”

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BID FORM

We _____
(Company Name)

of _____
(Business Address)

Having examined the documents to this proposal; hereby offer to enter into a contract to perform all the requirements by the proposal documents for three (3) year term from June 16, 2017 to June 15, 2020 to provide concession services required by the proposal documents and to pay a fixed monthly fee of _____ Dollars (\$_____) in Canadian Funds, for the right to provide this service and such monthly fees includes the three (3) week shut down of the pool in June as there will be non ice rentals during this time.

Funds, which price does not include G.S.T. or P.S.T. or disbursements. All prices given shall be effective at least sixty (60) days from date of closing of call for proposals, only GST will be levied on the contract price. The contractor is responsible for the Provincial Sales Tax on materials used as required by the Province of Saskatchewan.

The City reserves the right to accept any *proposal* submitted in whole or in part or to reject any or all *Proposals* or to award the work in one or more contracts and to waive any irregularities.

“Please Use This Form For Submission”

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BID FORM

DECLARATIONS:

We hereby declare that:

- (a) We agree to perform the work in compliance with the required completion schedule in the proposal documents.
- (b) No person, firm, or corporation other than the undersigned has any interest in this Proposal or in the proposed Contract for which this proposal is made.
- (c) This Proposal is open the acceptance for a period of sixty (60) days from the proposal closing date.

SIGNATURES:

Signed, sealed, and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province, and Postal Code)

(Apply SEAL above)

Signature:

Name and Title:

(Please Print or Type)

Witness:

Date:

at _____ this _____ day of _____, 2017

NOTE:

Where legal jurisdiction or Owner requirement calls for proof of authority to execute this proposal, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign this Proposal for on behalf of the Corporation or Partnership should be attached.

Please clearly mark on envelope, "**Kinsmen Sportsplex Concession Proposal**".

"Please Use This Form For Submission"

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THIS AGREEMENT MADE THIS DAY OF JUNE 2017

BETWEEN:

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**

(hereinafter referred to as the "Owner")

OF THE FIRST PART

AND: "Name"

(operating under the name " ")

(hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS the Owner operates an indoor pool and ice arena in the City of Moose Jaw known as the "Kinsmen Sportsplex" located at 855 MacDonald Street West;

AND WHEREAS there is within the said Kinsmen Sportsplex concession booth;

AND WHEREAS in consideration of the fees to be paid and the covenants in this Agreement on the part of the Licensee, the Owner grants to the Licensee on the terms hereof the following Agreement:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. To use the food and beverage concession booth (**hereinafter referred to as the "Concession"**) for the purposes of a refreshment concession booth only and for no other purpose.
2. For the Licensee, its servants and agents, to enter and leave the Kinsmen Sportsplex, at all reasonable times, subject to the Owner's reasonable regulations and security precautions.

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1. DEFINITIONS:

1.1 In this Agreement:

- a) The term "Sales" means the total sum of all the merchandise or services sold on or from the Concession, excluding any provincial and federal taxes collected.

2. TERM OF AGREEMENT

- 2.1 The term of this Agreement shall be for an initial term of three (3) years commencing the 16th day of June, 2017 and ending the 15th day of June, 2020, and continuing from year to year thereafter until terminated by either party serving written notice to that effect on the other. A notice served before May 1 in a year will terminate the Agreement as of June 15 in the same year. A notice served after May 1 in a year will terminate the agreement as of June 15 in the next year.

3. LICENSEE'S COVENANTS

3.1 The Licensee covenants with the Owner as follows:

3.1.1 PAYMENT OF FEES

To pay to the Owner during the term, and where the Licensee before the commencement of the term opens for business on the Concession, to pay during the period following the date upon which the Licensee opens for business, without any deduction, set-off or abatement except as expressly provided:

- a) **\$_____ dollars per month, plus applicable goods and services taxes which sum shall be reduced on a *pro rata* basis in proportion to the number of days during the month during which the Licensee is unable to operate the Concession due to the Kinsmen Sportsplex being closed to the public.**
- b) fees shall be paid on the first banking day of each month except in the first month of the term when the fees shall be due on the first banking day during the term.
- c) any other amounts as shall be due and payable under this Agreement by the Licensee to the Owner;

all to be paid without any prior demand for them by the Licensee to the Owner and to be deposited to the credit of the Licensee with the City Treasurer.

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3.2 DATES AND TIMES OF OPERATION

3.2.1 The Licensee shall operate the Concession on all days the Kinsmen Sportsplex is open to the public. The hours of operation shall be as follows:

a) From September 1 until June 30

- i) Monday through Friday – 4:30 p.m. until 10:00 p.m.;
- ii) Saturday & Sunday –8:00 a.m. to 10:00 p.m.(Winter Hours)

b) From July 1 – August 31

- i) Monday through Friday – 8:30 a.m. until 9:30 p.m.;
- ii) Saturday and Sunday – 1:00 p.m. until 4:30 p.m. and 7:00 p.m. until 9:30 p.m. (Summer Hours)

or as per hours submitted within your proposal.

3.2.2 For greater clarity, the Kinsmen Sportsplex Pool is open to the public everyday except for an approximately three-week period, typically, during June of each year when it is closed for maintenance and certain statutory holidays of which the Licensee will be provided reasonable notice. During this three-week period the non-ice arena surface is usually booked. However, nothing herein contained infringes the owner's complete discretion to close the Kinsmen Sportsplex to the public otherwise on reasonable notice to the Licensee.

3.3 MANAGERIAL, STAFFING LEVELS AND TRAINING

3.3.1 To supply managerial staff at a level deemed appropriate through consultation between the Owner and Licensee. Staff shall be supplied at the Licensee's own expense and shall in no way be considered employees of the City. The Licensee shall comply with applicable Provincial labour legislation including the Occupational Health and Safety Act, the Workers' Compensation Act, and any regulations there under. The Licensee agrees to provide reference, security, and criminal record/vulnerable sector checks of any personnel working at the concession to the Owner upon request, and as new employees are hired thereafter. Such documents must be provided before the contract documents are executed. The Licensee will provide a listing of all staff working at the concession and any other information requested by the City and updates that information as new staffs are hired. Any person failing to provide this information for the reference/security check may be prohibited from working at the Concession.

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3.3.2 The Licensee shall ensure that all of its employees have or obtain, within thirty days of commencing employment with the Licensee, an approved "Certificate of Attendance" for the "Basic Food Service Sanitation Course". At a minimum one certified individual must be on site at all times during concession operations. Service and assistance is to be provided in a prompt, courteous and professional manner to all patrons.

3.4 ITEMS FOR SALE

To sell only items approved by the Owner and prepared to the standard specified in a "Food Save Course" including but not limited to food items listed in the menu attached Schedule "B".

3.5 PRICING OF ITEMS FOR SALE

The Licensee shall sell items at prices approved by the Owner.

3.6 PERFORMANCE DEPOSIT

The Licensee shall provide a performance deposit of \$1,000.00 to the Owner at the outset of the term. The Owner may draw upon the deposit at any time for fees due from the Licensee pursuant to this agreement or for expenses incurred by the Owner on behalf of the Licensee pursuant to this agreement. Any portion of the deposit that is unused at the conclusion of the term of the License shall be returned to the Licensee.

3.7 COMMENCEMENT AND CONDUCT OF BUSINESS

To open for business on or before the commencement of the term (save when prevented from so doing by fire, or other contingencies beyond the control of the Licensee) and thereafter during the whole of the term of this Agreement; to maintain the Concession so that the Concession shall be suitable for the operation of the Licensee's business; continuously, actively, and diligently to operate its business in a reputable manner and in compliance with the provisions of this Agreement; and to observe and comply with the hours set forth in section 3.2.1a) b) of this Agreement.

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3.8 TO OBSERVE AND PERFORM TERMS AND PROVISIONS

To observe and perform all those terms and provisions of this Agreement which are binding upon it and not to do or suffer to be done anything contrary to any term or provision of this Agreement.

3.9 NUISANCE

That nothing shall be done, omitted, or permitted by the Licensee in the Concession, which may result in a nuisance to the Owner.

3.10 PROHIBITED BUSINESS

That no business other than that of a concession be carried on in the The Concession.

3.11 REMOVAL OF SIGNS

Licensee shall forthwith upon notice to remove from the Concession signs, decorations, merchandise or displays to which the Owner reasonably objects, and to permit the Owner to remove such signs, decoration, merchandise or displays.

3.12 MAINTENANCE AND REPAIRS

Licensee shall at all times to keep the Concession in a clean and sanitary condition and in accordance with the laws, directions, rules and regulations of the Owner and government agencies having jurisdiction, and to keep the Concession in good order.

3.13 ELECTRICAL APPARATUS

Licensee shall at no time to use electrical or other services in the Concession which exceed the capacity of any transmission equipment (including wiring, mains, pipes, conduits, valves and connections) so as to constitute a hazard.

3.14 LIABILITY INSURANCE

The Licensee shall throughout the term of this Agreement provide and keep in force for the benefit of the Owner and the Licensee general liability insurance in

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an amount of not less than \$2,000,000.00 in respect of injury to or death of any one person or property damage; that all insurance shall be effected with insurers and upon terms and conditions satisfactory to the Owner; the Licensee shall promptly furnish to the Owner copies of insurance policies or other evidence satisfactory to the Owner of insurance and any renewals of it; the Owner shall be listed as an additional insured on the Licensee's Liability Insurance Policy pertaining to this agreement; the insurance policies shall provide that the Owner shall also be notified in writing of cancellation or changes to the policy's 30 days in advance of such cancellation or change; that if the Licensee fails to insure as required or fails promptly to furnish to the Owner satisfactory evidence of insurance, or of the renewal of any policy before its expiration, the Owner may effect such insurance for the benefit of the Licensee or the Owner for a period not exceeding one (1) year, and any premium paid by the Owner shall be recoverable from the Licensee on demand as additional fees.

3.15 TAXES AND BUSINESS LICENSE

The Licensee covenants with the Owner to pay, as and when they fall due, all taxes, business license and rates charged, assessed or levied in respect of all business or other activity carried on in or in connection with the License Area or in respect of the Licensee's business, income or property, and taxes personal to the Licensee.

3.16 INDEMNITY BY LICENSEE

Licensee agrees to indemnify the Owner against all liability, claims, damages or expenses arising out of any act or neglect by the Licensee, its servants, employees, agents, invitees or licensees in and about the Concession and the Kinsmen Sportsplex, or arising out of any breach by the Licensee of any provision of this Agreement, including liability for injury or damage to the person or property of the Licensee's servants, employees, agents, invitees or Licensees.

3.17 QUITTING OF PREMISES

That at the expiration, cancellation or determination of the term the Licensee will vacate and leave the Concession in good repair, reasonable wear and tear only excepted.

3.18 ASSIGNMENT

Withheld at the Owner's sole discretion.

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3.19 RULES AND REGULATIONS

Licensee agrees to observe and comply with the rules and regulations set forth in the attached Schedule "A" and deemed to be a part of this Agreement.

4. OWNER'S COVENANTS

4.1 The Owner covenants with the Licensee as follows:

4.1.1 SOLE CONCESSION

That the Licensee shall have exclusive right to use and occupy the Concession within the Kinsmen Sportsplex for the term of this agreement.

That the Licensee shall be the sole concession within the Kinsmen Sportsplex for the sale of refreshments and food to the public for the term of this agreement. Provided, however, that nothing in this agreement shall prevent the host or organizer of any special event held in the Kinsmen Sportsplex from obtaining refreshments or food from a provider other than the Licensee provided that such refreshments and food shall not be sold to the general public.

4.1.2 ELECTRICITY

To supply electricity in reasonable amounts to the Concession without Charge to the Licensee and to make available electrical outlets in the Concession.

4.1.3 CAPITAL EQUIPMENT

To provide and maintain all necessary plant and equipment including, but without restricting the generality of the foregoing all necessary fryers, freezers, grills etc. but not including any necessary utensils such as cutlery, spatulas, aprons, napkins, etc. The Owner shall at all times have the right to determine what plant and equipment is necessary for the operation of the Concession.

5. PROVISOS

5.1 Provided always and it is agreed between the parties as follows:

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5.1.1 STATEMENTS

The Licensee shall submit to the Owner monthly during the term of this Agreement on the first day of each calendar month other than the first calendar month of the first licence year, and on the first day after the expiration or sooner termination of this Agreement, a statement in writing signed and verified by the Licensee setting forth the Gross Sales for the preceding calendar month.

5.1.2 RECORDS

The Licensee shall keep or cause to be kept at the Concession or at such other place in the City of Moose Jaw as the Owner may agree in writing, accurate records of all business from which its Gross Sales may be accurately determined, and to which to Owner, its officers and agents or any auditor or auditors appointed by it shall have access at all times during regular business hours for the purpose of examination or audit (without expense to the Licensee), and the Licensee shall furnish to the Owner such statements, information and other supporting data relating to the Gross Sales as the Owner may reasonably require. The Owner agrees not to disclose any information so obtained except to the extent that disclosure is necessary in the conduct of the Owner's business.

5.1.3 NO WAIVER

The Owner by accepting any statement of Gross Sales submitted by the Licensee (whether audited or otherwise) or any payment based thereon shall not be deemed to have waived any of its rights under this Agreement, and the Owner shall be entitled at all times to have the records of the Licensee relating to its Gross Sales specially audited by an accountant with a professional designation as designated by the Owner.

5.1.4 OWNER MAY ENTER CONCESSION

The owner and all persons authorized by it shall have the right from time to time to enter the Concession for any reasonable business purpose, and such shall be deemed not to be an interference with the Licensee and Licensee's privileges granted by the Agreement.

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5.1.5 NO LIABILITY ON OWNER FOR INTERFERENCE

The Owner shall not be liable to the Licensee for any interference or inconvenience caused by damage to the Kinsmen Sportsplex or any part of it, or by repairs, alterations, improvements or construction, or by failure or interruption in the supply of water, electricity, or any other facility or utility.

5.1.6 OWNER NOT LIABLE FOR LOSS

Neither the Owner nor its agents shall be liable for the loss of any property by theft or otherwise, and all property kept or stored in the Concession shall be at the sole risk of the Licensee.

5.1.7 REMEDIES OF OWNER FOR NON-PAYMENT BY LICENSEE

If the Licensee fails to pay any moneys payable pursuant to this Agreement and such moneys are in arrears and unpaid for a period of ten (10) days, the Owner may cancel this Agreement by delivering to the Licensee notice in writing to that effect, and upon such delivery this Agreement shall cease, but without prejudice to any rights of the Owner which had accrued under this Agreement before the cancellation.

5.1.8 ADDITIONAL REMEDIES OF OWNER

a) In addition to the rights of the Owner under paragraph 5.1(7), if the Licensee is in default in the performance of any covenant on his part contained in this Agreement, except a covenant to pay money, the Owner may perform the covenant for the account of the Licensee and shall not be liable for any loss or damage to the Licensee's stock or business caused by acts of the Owner in so remedying the default. If the Owner at any time is compelled or elects to pay any sum of money or to do any acts which would require the payment of any sum of money, by reason of the failure of the Licensee to comply with any provisions of this Agreement, or if the Owner is compelled or elects to incur any expense, including legal fees, any sum (or sums) so paid by the Owner to the extent that it shall be reasonable shall be paid by the Licensee to the Owner upon demand.

b) In the event that the Licensee fails to maintain and operate the Concession, or if there is an unacceptable number of complaints, in the opinion of the City, in accordance with the Scope of Work as stated herein, the City reserves the right to terminate the contract with thirty (30) days

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written notice without penalty and contract for the services with an alternate service provider.

5.1.9 BANKRUPTCY OF LICENSEE

If: “NAME”

- a) the Licensee is adjudicated as bankrupt, or adjudged to be insolvent, or
- b) a receiver or trustee of the Licensee's property and affairs is appointed, or
- c) the Licensee makes an assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for the appointment of a receiver, or
- d) any execution or attachment is issued against the Licensee or any of the Licensee's property under which any person other than the Licensee attempts to take or occupy any of the Licensee's rights under this Agreement, and the execution or attachment is not set aside, vacated, discharged or bonded within fifteen (15) days after its issue, or
- e) the Licensee attempts to execute a bulk sale,

this Agreement may, at the option of the Owner be cancelled, whether the term has commenced or any moneys have been prepaid or not, by delivering to the Licensee notice to that effect, and upon such delivery this Agreement shall cease, but without prejudice to any rights of the Owner which had accrued before the cancellation.

5.1.10 NOTICE

Notices shall be given to the Owner at:

City of Moose Jaw
228 Main Street North
Moose Jaw, Saskatchewan S6H 3J8

Attention: Director, Parks and Recreation

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and to the Licensee at:

“NAME”

“ADDRESS”

Moose Jaw SK S6H 6W1

and the Licensee shall at all times in dealing with the Owner deal solely with the Director of Parks and Recreation or his designate.

5.1.11 NON-WAIVER OF DEFAULT

The waiver or acquiescence by the Owner of or in any breach by the Licensee of any covenant or condition shall not be deemed to be a waiver of the covenant or condition or any subsequent or other breach of any covenant or condition of this Agreement.

IN WITNESS WHEREOF the **Licensee** has set its hand and seal this ____ day of June, **2017**.

SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS

per: _____

WITNESS

per: _____

IN WITNESS WHEREOF the **Municipal Corporation of the City of Moose Jaw** has hereunto affixed its corporate seal as attested to by the hands of its duly authorized officers on the day and year first above written.

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**

Per : _____
MAYOR

Per: _____
CITY CLERK

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SCHEDULE "A"

RULES AND REGULATIONS

1. CLEANLINESS AND TIDINESS.

The Licensee shall not perform acts or carry on any practices, which may injure the buildings comprising the Kinsmen Sportsplex, and shall keep the Concession at all times orderly and tidy with the merchandise properly displayed, shall store all trash and garbage within the Concession and arrange for the regular removal of such trash and garbage. The Licensee shall keep the Concession including the equipment referred to in the attached Schedule "C", clean and free from rubbish, dirt and grease. The Licensee shall not burn any trash or garbage anywhere within the confines of the Kinsmen Sportsplex. The Licensee shall not keep or display any merchandise on, or otherwise use for business or obstruct, the areas adjacent to the Concession, or overload the floor in the Concession.

2. NOT TO INSTALL FIXTURES OR SOUND EQUIPMENT EXCEPT THAT FURNISHED BY THE OWNER.

The Licensee shall not install in the Concession any lighting or plumbing fixtures, or any mechanical, electrical or other means of sound reproduction or any similar device except with the advance written consent of the Owner or unless they are furnished by the Owner.

3. NO ALTERATIONS WITHOUT CONSENT.

The Licensee shall not make any alteration in, or addition to, the Concession without the prior written consent of the Owner. If alterations become necessary because of any act or default of the Licensee, or because the Licensee has overloaded any facility, the Licensee shall make such alterations at its own expense after first obtaining the Owner's written approval of plans and specifications and furnishing such indemnification against liens, costs, damages and expenses as the Owner may reasonably require.

4. NOISE, LIGHTS, AND ODOURS.

The Licensee shall not cause or permit any unusual or objectionable noises, lights or odours to emanate from the Licensee's Concession.

5. NO OBSTRUCTION IN COMMON AREAS.

The Licensee shall not sell, advertise or conduct business anywhere within the Kinsmen Sportsplex except from the Concession.

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6. REPUTATION.

At the request of the Owner, the Licensee shall immediately discontinue any practice carried on in connection with the Concession that tends to mislead or confuse the public or that tends to undermine the reputation of the Owner, in the opinion of the Owner, the Kinsmen Sportsplex or any other licensee or tenant of the Owner.

7. FURTHER RULES AND REGULATIONS.

The Licensee shall observe such other and further rules and regulations as the Owner may make pertaining to the operation, reputation, safety, care or cleanliness of the Kinsmen Sportsplex, the operation and maintenance of the buildings and equipment, the use of common areas and facilities, hours of business, lighting of the Concession and other matters affecting the operation of the Kinsmen Sportsplex provided such rules and regulations are reasonable and consistent with the provisions of this Agreement. The Owner shall have the right from time to time to change such rules and regulations and shall not be responsible to the Licensee for the non-observance or violation of any such rules and regulations by any other tenant or any person.

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SCHEDULE "B"

MENU

(to be Confirmed with the new Licensee)

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SCHEDULE "C"

Kinsmen Sportsplex Equipment List

- Item #1 1 Deep Fryer
- Item #2 1 Grill
- Item #3 2 Upright Coolers (1 Frig & 1 Freezer)
- Item #4 1 Ice Cream Freezer
- Item #5 1 Microwave
- Item #6 4 Miscellaneous Stainless Steel Counters
- Item #7 2 Miscellaneous Baker Racks
- Item #8 1 Popcorn Machine
- Item #9 1 Hot Chocolate Machine