



**Request for Quotations**  
**For**  
**Unity PARC Canteen Services Lease of Space**

Request for Quotations No.: **RFQ-REC-2022-08-01**

Issued: **August 24, 2022**

Submission Deadline: September 8, 2022 2:00 P.M local time

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by **Town of Placentia** (herein after referred to as “the Owner”) to prospective respondents to submit quotations for **Unity PARC Canteen Services Lease of Space**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

## 1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

**Jeff Richardson, Director of Public Works**

## 1.3 Type of Contract for Deliverables

The preferred supplier will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the Owner’s intention to enter into a contract with the preferred supplier(s).

## 1.4 RFQ Timetable

Issue Date of RFQ	August 24, 2022
Deadline for Questions	August 30, 2022
Deadline for Issuing Addenda	August 31, 2022
Submission Deadline	September 8, 2022 2:00 PM
Anticipated Execution of Agreement	September 22, 2022

The RFQ timetable is tentative only and may be changed by the Owner at any time.

## 1.5 Submission of Quotations

Submissions can be emailed to [jrichardson@placentia.ca](mailto:jrichardson@placentia.ca) or dropped off at the Town Hall, 17-25 Patterson Drive, Placentia.

### 1.5.1 Quotations to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected.

### 1.5.2 Amendment of Quotations

Respondents may amend their quotations after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline marked with this RFQ title and number and the full legal name and return address of the respondent to the location set out above.

Written inquiries and requests for clarification shall be accepted up to 3 working days to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. Verbal responses shall not be binding on either party.

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The Owner will conduct the evaluation of quotations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

### **2.3 Stage II – Pricing**

Stage II will consist of an evaluation of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

### **2.4 Selection of Highest Compliant Respondent**

Subject to the Owner's reserved rights, the compliant respondent with the highest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected respondent will be determined by way of a coin toss.

## **PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Respondents to Follow Instructions**

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

#### **3.1.2 References and Past Performance**

In the evaluation process, the Owner may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with the Owner or other institutions.

#### **3.1.3 Information in RFQ Only an Estimate**

The Owner and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

#### **3.1.4 Respondents to Bear Their Own Costs**

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.5 Quotation to be Retained by the Owner**

The Owner will not return the quotation or any accompanying documentation submitted by a respondent.

### **3.2 Communication after Issuance of RFQ**

#### **3.2.1 Respondents to Review RFQ**

Proponents shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFQ Contact shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. No such communications are to be directed to anyone other than the RFQ Contact. The Owner is under no obligation to provide additional information, and the Owner shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the proponent to

seek clarification from the RFQ Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the proponent concerning this RFQ or its process.

### **3.2.2 All New Information to Respondents by Way of Addenda**

This RFQ may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Owner determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Owner may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating quotations, the Owner may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix D). The Owner may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

Any responses received by the Owner shall, if accepted by the Owner, form an integral part of the proponent's proposal.

## **3.3 Conflict of Interest and Prohibited Conduct**

### **3.3.1 Conflict of Interest**

The Owner may disqualify a proponent for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a conflict of interest.

The Owner reserves the right to disqualify any proponent that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage or may permit the proponent to continue and impose such terms and conditions, as the Owner in its sole discretion may require.

For the purpose of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the RFQ process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its quotation that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair.

Proponents are required to disclose, to the RFQ Contact, any potential or perceived conflict of interest issues prior to RFQ closing date and time.

### **3.3.2 Disqualification for Prohibited Conduct**

The Owner may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Owner determines that the respondent has engaged in any conduct prohibited by this RFQ.

### **3.3.3 No Lobbying**

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

## **3.4 Confidential Information**

### **3.4.1 Confidential Information of the Owner**

All information provided by or obtained from the Owner in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the respondent to the Owner immediately upon the request of the Owner.

### **3.4.2 Confidential Information of Respondent**

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA)*. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFQ process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the ATIPPA, 2015 has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the ATIPPA, 2015.

### **3.5 Procurement Process Non-binding**

#### **3.5.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the Owner will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

#### **3.5.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to solicit non-binding quotations for consideration by the Owner and may result in an invitation by the Owner to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Owner by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

#### **3.5.3 Non-binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Owner to enter into an agreement for the Deliverables.

#### **3.5.4 Cancellation**

The Owner may cancel or amend the RFQ process without liability at any time.

### **3.6 Governing Law and Interpretation**

These Terms and Conditions of the RFQ Process :

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

## APPENDIX A – FORM OF AGREEMENT

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

BETWEEN:

TOWN OF PLACENTIA hereinafter called the "Town"

AND:

\_\_\_\_\_ hereinafter called the "Canteen Operator"

Witnesses that in consideration of the agreements hereinafter set forth, the parties hereto agree as follow:

1. The Town will inspect and have the canteen area cleaned prior to startup of the season.
2. The Canteen Operator will be responsible for regular cleaning and at the end of the season and will leave the area in the same condition as it is upon startup which will include cleanup of all machines and canteen work area.
3. The Town will top up the propane in the canteen at startup of the season.
4. The Canteen Operator will ensure the propane tanks are full at the end of the season.
5. The Canteen Operator will ensure the canteen is open during all arena activities including, major midget home games, minor hockey tournaments; figure skating special events, recreation hockey tournaments and other major activities that will be scheduled during the 2022 – 2023 arena season.
6. The Town will provide in-kind services of utilities and use of existing equipment.
7. The Town and the Canteen Operator will agree to permit the Minor Hockey and Figure Skating Club to offer a hospitality room upstairs for All Newfoundland Provincial Hockey Tournaments and Special Receptions for PARC Figure Skating Ice Show at Unity PARC arena. This will be limited to tea/coffee/hot chocolate, cookies and sandwiches.
8. The Canteen Operator will sell Pepsi drink products only to respect the Town's sponsorship with Browning Harvey.
9. The Canteen Operator will be charged a rate of \_\_\_\_\_ per month to be paid monthly, plus the cost of propane used at the canteen.
10. The Canteen Operator will provide the Town with a menu and price list for review prior to start-up.
11. The term of this agreement will be to the end of the 2023 spring operational period.

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**Company Authority**

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**Town of Placentia Authority**



## APPENDIX B – SUBMISSION FORM

### 1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

### 2. Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Owner and the respondent unless and until the Owner and the respondent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in the completed Pricing Form (Appendix C).

### 4. Non-binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in the Pricing Form (Appendix C). The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

**5. Addenda**

The respondent is deemed to have read and considered all addenda issued by the Owner prior to the Deadline for Issuing Addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_ . If this section is not completed, the respondent will be deemed to have received all posted addenda.

**6. No Prohibited Conduct**

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

**7. Disclosure of Information**

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the Owner to the advisers retained by the Owner to advise or assist with the RFQ process, including with respect to the evaluation this quotation.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

I have the authority to bind the respondent.

## APPENDIX C – PRICING FORM

### 1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the respondent must be all-inclusive and must include all overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Evaluation will be based on highest compliant bidder under the total HST Included Column.

### 3. Pricing Form

	Total Before HST	HST	Total HST Included
Monthly Rate for Rental of Canteen as Identified in Appendix D			

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX D – RFQ PARTICULARS

### A. THE DELIVERABLES

The Town of Placentia is requesting bids from qualified canteen operators to lease and operate the canteen located at Unity PARC arena.

- The Canteen Operator will be responsible for regular cleaning and at the end of the season and will leave the area in the same condition as it is upon startup which will include cleanup of all machines and canteen work area.
- The Canteen Operator will ensure the canteen is open during all arena activities including, major midget home games, minor hockey tournaments; figure skating special events, recreation hockey tournaments and other major activities that will be scheduled during the 2021 – 2022 arena season.
- The Town will provide in-kind services of utilities and use of existing equipment.
- The Town and the Canteen Operator will agree to permit the Minor Hockey and Figure Skating Club to offer a hospitality room upstairs for All Newfoundland Provincial Hockey Tournaments and Special Receptions for PARC Figure Skating Ice Show at Unity PARC arena. This will be limited to tea/coffee/hot chocolate, cookies and sandwiches.
- The Canteen Operator will sell Pepsi products to respect the Town's sponsorship with Browning Harvey.
- The Canteen Operator will provide the Town with a menu and price list for review prior to start-up.
- Government Services approvals will be required to operate Canteen.
- Workers' compensation for employees of the canteen will be responsibly of the Canteen Operator.

### B. MATERIAL DISCLOSURES

- The Town will inspect and have the canteen area cleaned prior to startup of the season.
- The Town will top up the propane in the canteen at startup of the season. The Canteen Operator will ensure the propane tanks are full at the end of the season.
- This is a lease of space agreement rates quoted by the respondent must be all-inclusive and must include any fees or other charges required by law.

### **C. MANDATORY SUBMISSION REQUIREMENTS**

#### **1. Submission Form (Appendix B)**

Each quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

#### **2. Pricing Form (Appendix C)**

Each quotation for lease of space must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

#### **3. Other Mandatory Submission Requirements**

NA

### **D. MANDATORY TECHNICAL REQUIREMENTS**

NA

### **E. PRE-CONDITIONS OF AWARD**

Government Services for food service preferably will be supplied with bid submission; if not it will be required before award and it is the responsibility of the Canteen Operator.