

JANUARY 4, 2012



RECREATION DEPARTMENT

REQUEST FOR PROPOSAL

FITNESS CENTRE

For

THE LEGENDS CENTRE

701 Centennial Blvd
Warman, SK S0K 4S0

ISSUE DATE:

CLOSING DATE:

Submit Proposals to:

Town of Warman
Recreation and Parks Department
107 Central Ave
Box 340
Warman, SK S0K 4S0

Phone: (306) 933-2133
Fax: (306) 933-1987

A. INSTRUCTIONS TO OFFERERS

1. PURPOSE

The purpose of this document is to invite proposals for the development of a Fitness Centre at The Legends Centre located at 701 Centennial Blvd N in Warman, SK.

2. PROPOSAL SUBMISSIONS

2.1 Proposals must be submitted in a sealed envelope clearly marked
“REQUEST FOR PROPOSAL: THE LEGENDS CENTRE FITNESS CENTRE

To the following address:

Town of Warman
107 Central St,
Box 340,
Warman, SK S0K 4S0

And will be received up to 4:00 PM. on Tuesday December 6th, 2011.

Except where extended by addendum, proposals received later than the time stated above will not be accepted and will be returned unopened

2.2 Facsimile proposals will be accepted providing all documents are received by the stipulated closing time and date. The Town of Warman will not be responsible for failure to receive facsimile proposals. Bidders are responsible for ensuring facsimile transmissions are received prior to the stipulated closing time.

2.3 Any addenda issued during the proposal period will become part of any contract or purchase order agreement. Prior to closing of proposals, addenda may be issued for the purpose of modifying or clarifying plans and contract. Number of addenda received shall be listed on the proposal form. Addenda will be issued in written form. Interpretation, corrections and changes made in any other manner will not be binding to the Town of Warman.

2.4 Request for extension of the proposal period may be taken into consideration. All such requests must be made seventy-two (72) hours prior to the publicized closing time and date.

**REQUEST FOR PROPOSAL
THE LEGENDS CENTRE
FITNESS CENTRE**

3. PROPOSAL FORM

- 3.1 Only proposals completed following the outline in this package will be considered. All items shall be addressed as indicated. The Bidder shall provide details of the Equipment and Labour Force which will form part of the proposed submission. Failure to do so may result in rejection of the proposal.
- 3.2 No change(s) to the Proposal submissions (prices, terms, specs, etc) will be considered unless received in writing by the Recreation and Parks Supervisor before proposal closing time and date. Changes by telephone will not be considered. Changes by facsimile will be accepted if received prior to the stipulated proposal closing time. The Town will not be responsible for ensuring facsimile changes are received prior to the stipulated proposal closing time.

4. PROPOSAL NOTIFICATION, WITHDRAWAL AND ACCEPTANCE

- 4.1 Proposals will not be publicly opened.
- 4.2 A proposal may not be withdrawn within the proposal period after specified closing time and date.
- 4.3 All proposals prices shall be firm for forty-five (45) days
- 4.4 The lowest/highest or any proposal will not necessarily be accepted and the Town of Warman reserves the right to reject any and all proposals, and to waive any informality herein.

5 REJECTION OF PROPOSALS

- 5.1 The Town of Warman reserves the right to reject any or all proposals. Bids that are incomplete, conditional, unbalanced, and obscure or which contain alterations, additions or erasures may be rejected.
- 5.2 The Town of Warman reserves the right to waive any irregularity or insufficiency in any proposal submitted and to accept the proposal which is deemed most favourable to the interest of the Town of Warman.

6 OFFERORS QUALIFICATIONS

- 6.1 Offerors shall be actively engaged in the types of work required by the Proposal Documents, and shall be able to refer to similar work performed by them.
- 6.2 The Town may during proposal period or after proposal submission: require any Offeror to submit written proof of qualifications.

**REQUEST FOR PROPOSAL
THE LEGENDS CENTRE
FITNESS CENTRE**

7. TAXES

7.1 Goods and Services Taxes must be shown as an extra

7.2 Provincial Sales Tax must be shown as an extra where applicable

8. INTERPRETATIONS AND MODIFICATIONS OF PROPOSAL DOCUMENTS

8.7 Submit questions and the meaning and intent of the Proposal Documents or Requirements to Paul McGonigal, Parks and Recreation Supervisor, 306-933-2641.

8.8 Offerors shall promptly notify the Town of any ambiguity, inconsistency or error which they may discover upon examination of the Proposal Documents.

9. PROPOSAL EVALUATION, CONTRACT NEGOTIATION AND AWARD

9.1 Upon receipt of vendor proposals an Evaluation Team will screen proposals to ensure the vendor's compliance with all requirements of this proposal.

9.2 Evaluation Criteria: This proposal shall be awarded based on the following criteria:

- Experience of the Proponent
- Business Plan
- Proposal theme (character and mandate, etc)
- Fitness Equipment List: (high quality brands, # of machines, etc)
- References from third parties

9.3 The Town reserves the right to negotiate terms with the selected vendor

9.4 All proposals shall be signed by the authorized signing officer(s) of the Offeror.

- 1) If the proposal is submitted by a sole proprietor carrying on business in his own name, his name shall be printed immediately above his signature; or
- 2) If the proposal is submitted by a person carrying on business under a name other than his own, his business name shall be printed immediately above his signature; or
- 3) If the proposal is submitted by a partnership, the full name of the corporation shall be printed immediately above the signature of it duly authorized officers and the corporate seal affixed. If the corporate seal is not affixed to the tender, the signatures shall be witnessed and proof of signing authority shall be provided.
- 4) The signatures of the persons bidding must be in their respective handwriting.

**REQUEST FOR PROPOSAL
THE LEGENDS CENTRE
FITNESS CENTRE**

10. EXAMINATION OF CONDITIONS

10.1 The Offeror shall be responsible to examine the nature of the work and all other conditions and factors that may affect the proposal.

11. PROTECTION OF PROPERTY

11.1 The vendor undertakes and agrees to comply with all standing orders or other regulations in force at the work site. Special care shall be taken to avoid damage to existing adjacent structures and/or property during the work. Any damage caused by the vendor to the existing structures and/or properties shall be rectified by the vendor, at his sole expense, to the satisfaction of the Town of Warman.

12. INSPECTION AUTHORITY

12.1 Goods provided under any Purchase Order/Contract resulting here from will be subject to inspection by the consignee.

13. WORKERS COMPENSATION

13.1 At the time of contract award, the successful Offeror must provide a letter of good standing as required under the Workers' Compensation Act. Failure to supply this may result in your proposal being disqualified.

13.2 The proponent will annually provide a Worker's Compensation Clearance Certificate on the anniversary date of the contract.

14. TERMINATION

14.1 In the event the vendor supplies goods/services that are defective or if delivery is late or in the event the vendor is bankrupt, the Town may by written notice immediately terminate the contract.

15. ASSIGNMENT

15.1 The Contractor/Vendor shall not assign or transfer any rights or privileges contained in this agreement without first having the written consent of the Town thereto.

16. LAWS OF SASKATCHEWAN

16.1 The Contract shall be deemed to have been made in Warman, SK and shall be interpreted in accordance with the laws of Saskatchewan.

17. DEPOSIT

- 17.1 Each proposal shall be accompanied by a Certified Cheque payable to the Town of Warman as security deposit, in the amount of \$5,000. The deposit will be returned to unsuccessful bidders within two weeks after Proposals are awarded. The deposit of the successful bidder will be retained to indemnify the Town of Warman in case of default, until the Contract Agreement is executed and the necessary bonds provided.

B. Terms of Reference

The following Terms of Reference are provided to allow Proposers to include in their Proposals to the Town of Warman statements relative to, but not limited to, areas requiring specific data. This will enable an accurate analysis of the Proposal

1. BUSINESS INFORMATION

Name of business, name of owners/operators, mailing address, street address, phone number, fax number, email address, and website (if applicable). Please include any partners or affiliates.

2. FORM OF RENTAL COMPENSATION

- a. The Town of Warman is seeking monthly rental compensation
- b. A flat fee to be when the fitness centre opens and shall continue for a period of 3 years.
- c. Monthly post-dated flat fee cheques covering the term of the contract must be provided to the Town once the contract has been awarded.
- d. The successful proponent shall supply quarterly financial statements with monthly details, to the Town of Warman designate.

3. TERMS OF AGREEMENT

The Town of Warman is considering three year term for the agreement. We are open to other proposals in this regard.

4. CAPACITY TO PERFORM

Evidence of the Proposer's success in fitness services similar or comparable facilities, including:

- a. Corporate structure and period of time involved in providing fitness services to similar facilities
- b. Describe relevant fitness experience, with details regarding the location and dates of such experience

**REQUEST FOR PROPOSAL
THE LEGENDS CENTRE
FITNESS CENTRE**

- c. List of current operations, size, scope and sales volume (if applicable).
NOTE: The Town of Warman reserves the right to visit current operations.
- d. A list of references (minimum of three) that relate to past experience with the fitness industry must accompany the proposal.

5. TAXES, LICENSING AND INSURANCE

- a. The successful proponent shall comply with all Town Bylaws and shall be responsible for obtaining a business license and payment of all applicable taxes, and procurement of a license to operate the kind of business that is being proposed. An inspection report must be received by Municode at least three days prior to opening.
- b. As insurance costs are to be borne by the proponent, Proposals should include a confirming statement on bonding and general insurance, including responsibility for: Public Liability, Product Liability, Worker's Compensation, Motor Vehicle, Legal, Property Damage, Theft, and Employee Bonding.
- c. The proponent will be responsible for provision of a minimum of two million dollars (\$2,000,000) in liability insurance for self and his/her staff. Proof of insurance coverage, business license and health license will be required at the time of execution of the contract.
- d. The successful proponent shall indemnify the Town of Warman against all actions and claims by reason of negligence on the proponents firm's part.

6. LETTER OF CREDIT

A bank Letter of Guarantee stating that an irrevocable Letter of Credit will be issued when the contract is awarded to the successful bidder. The letter of credit of \$50,000 is to cover potential default of contract.

7. PROPOSED NAME, THEME AND OR STYLE

A narrative description of the marketing approach and theme to be taken for the operation of the fitness centre. Please include what makes your proposal unique and how it supports the program and service delivery plan of the Legends Centre.

8. MEMBERSHIP SERVICES AND EQUIPMENT

- a. The list of the membership fees, drop-in prices to be charged must be included in the submission. All prices must include GST and PST. Also describe what is included in the membership fee (ex. Discounted fitness classes, towel service etc)
- b. Please include a narrative describing how the equipment selected will meet the fitness needs of the target groups who will be visiting the Legends Centre. The proposal must provide a list of equipment that includes options for a variety of exercise choices. Also explain how you would arrange the fitness centre to ensure the site has the most potential for a wide variety of clients.

**REQUEST FOR PROPOSAL
THE LEGENDS CENTRE
FITNESS CENTRE**

9. PERSONNEL

- a. All fitness centre staff will be employed by the proponent. Proposers should provide a statement of policy and operation procedures with regard to personnel management, supervision, selection, training and discipline, etc.
- b. All policies of the proponents firms must comply with current Canadian Federal, Provincial and Civic laws related to income tax, employment insurance, Canada pension, medical services etc.
- c. Staff must be a minimum of 16 years of age with their terms of employment complying with all labour regulations prevailing in Saskatchewan.

10. HOURS OF OPERATION

- a. Indicate the hours of operation for the fitness centre.
- b. The proposal submission must include a statement outlining the company's quality assurance philosophy and program detailing how your company will respond to service related problems and quality problems.

11. THE LEGENDS CENTRE SPONSORS

- a. The proponent will be required to respect all existing or future sponsorship agreements with the Town of Warman for The Legends Centre.
- b. Exclusivity rights for carbonated beverages, waters, sports beverages, non-alcoholic drinks, cold tea and cold coffee products and alcoholic beverages will be awarded to specific supplier through a Beverage Service Agreement.
- c. The proponent must receive written approval by the Parks and Recreation Supervisor for any agreements they may enter into with sponsors or suppliers that may be in conflict with the Town of Warman agreement.

C. Facility Overview

Background

The Town of Warman, Recreation Department, provides recreation programs and services to the residents of Warman. The Town strives to provide a welcoming, positive and fun experience to all people participating at our leisure facility. In addition to offering quality programs and services. The Legends Centre will offer a fitness centre which adds value to the experience.

The Legends Centre will offer town-wide programs and services where participants pay admission and/or program fees. These programs and services include but are not limited to: hockey programs, figure skating, public skating, fitness classes, fitness and weight room activities, children and youth recreation programs, adult recreation programs, and facility rentals and leases to the general public

**REQUEST FOR PROPOSAL
THE LEGENDS CENTRE
FITNESS CENTRE**

The Legends Centre is a brand new \$20 million dollar recreation multi-plex scheduled to partially open in November 2011. The 100,000 sq. foot recreation facility features

- 1,300 seat arena
- Leisure Ice Surface
- Fitness Centre
- 1 sport medicine centre
- 3 – 1000 sq ft. multi-purpose rooms
- 2 – multi-purpose courts that can hold up to the following:
 - 6 basketball or volleyball courts
 - 18, Badminton Courts
 - 3 Tennis Courts
 - 2 Soccer Pitches
- Connected to the Middle Years School
- Free Parking
- Smoke Free Facility
- Wheelchair accessible to all areas
- Full Concession
- Upper level spectator viewing areas for both the arena and multi-purpose courts
- Skate Sharpening
- Retail Areas

The facility can also accommodate a variety of sports and training activities such as:

- Ice Rentals (Minor, Senior and Rec Hockey)
- Figure and Public Skating
- Registered Fitness Classes
- Sport Group Rentals (karate, co-ed adult volleyball, Minor Basketball program, drop-in badminton, tennis program, cheerleading, lacrosse program, ball hockey program, Indoor Minor Soccer program)
- Rental Groups for the gym and multi-purpose rooms

Projected Facility Usage Statistics are:

- Hockey Arena Traffic – 100,566
- Multi-Purpose Courts Traffic – 58,166

Please note these numbers do not include school figures and are based on minimum attendance

Location of Services

The fitness centre at The Legends Centre is located on the main level. The space is 5688 sq. ft and is open for development. The space has its own separate entrance along with a main facility entrance to allow the fitness centre to be open outside of The Legends Centre hours of operation. Also included in the space are separate male and female washrooms/change rooms.

Detailed layout of the Fitness Centre is available upon request.

Marketing

Proponents are expected to work with the facility to promote the fitness centre (use of PA announcements, flyers, posters, banners, sandwich boards etc)

D. Areas of Responsibility

It is expected the successful proponent will supply the necessary equipment required for day to day operations.

- All equipment maintenance and repair
- Housekeeping within the fitness centre areas
- Equipment cleaning, including routine maintenance and cleaning
- Extermination and pest control
- Waste to be bagged and removed to the disposal bins
- The receiving, handling and dispatch of all incoming supplies
- Redecorating and Painting
- Major capital costs and/or replacement

Any alterations to the building would be allowed only on agreement with the Town of Warman. The cost of any changes agreed to will be borne by the proponent.

The successful proponent shall be responsible for providing and maintaining any and all fitness centre improvements and equipment. All safety codes must be adhered to.

The Town of Warman shall provide the electricity, gas, and water supply for the fitness centre, and assume the costs for such utility services. The successful proponent is to provide the cost of all hook-ups and service-fees.

The successful proponent shall be responsible for removing all personal equipment and leaving the premises clean and presentable upon completion of the contract unless specific arrangements have been made with the Town prior to contract termination.

The proponent must provide sufficient staff to ensure that adequate service and clean up is provided. The successful proponent and staff shall keep the area around the fitness centre neat and tidy and shall pick up all waste emanating from the business. The successful proponent shall also be responsible for keeping all equipment and fixtures in the leasable area of the in a clean and sanitary condition at all times.

E. Inquires and Communication

- All communications or inquiries with respect to the Request for Proposal should be made to Paul McGonigal, Parks and Recreation Services Manager.

Paul McGonigal
Parks and Recreation Services Manager
107 Central St
Box 340
Warman, SK S0K 4S0
P: (306) 933-2641
F: (306) 933-1987
E-mail: paulm@warman.ca

- and delivered to:

Town of Warman
107 Central St
Box 340
Warman, SK S0K 4S0

E-mail submissions will not be accepted.

Fitness Centre viewing for proponents: Upon request by proponent.

- **Evaluation Criteria and Contract Negotiation**
 - Proposals will be evaluated based on:
 - Experience of the Proponent
 - Business Plan
 - Proposal theme (character and mandate, etc)
 - Fitness Equipment List: (high quality brands, # of machines, etc)
 - References from third parties

F. SCHEDULE OF PRICING

THE UNDERSIGNED, having carefully read sections A through E

Regarding the operation of the Fitness Centre Provider at
THE LEGENDS CENTRE

My bid for 2011/2012 Season is: \$ _____
Included in the above price is: \$ _____ GST (2011/2012)

My bid for 2012/2012 Season is: \$ _____
Included in the above price is: \$ _____ GST (2012/2013)

My bid for 2013/2014 Season is: \$ _____
Included in the above price is: \$ _____ GST (2013/2014)

NOTE: To arrange for viewing contact Paul McGonigal at 933-2641.

We acknowledge receipt of the following addenda which shall be considered as part of the contract tender documents:

Addendum #1 _____ Date: _____
Addendum #2 _____ Date: _____

Name Address

Signature Telephone Number

Date