



Request for Proposals

Food Service Provider for space at the University of Regina Students' Union

1. Introduction

University of Regina Students' Union (“**URSU**”) is located in Wascana Park, Canada’s largest urban park, and rests within Treaty Four territory, the traditional territory of the Cree, Saulteaux, Lakota, Dakota, and Nakota people, and the homeland of the Métis Nation.

The purpose of this Request for Proposals (“**RFP**”) is to identify interested vendors with an entrepreneurial spirit who are capable of meeting the requirements set forth in this RFP and whose proposal can form the basis for negotiating one or more formal agreement(s) with URSU for the provision of food services on-campus at the University of Regina.

Companies or individuals who respond to this RFP for the purpose of being considered to provide the Food Services, as such term is more particularly described in this RFP, are hereafter referred to as a “**Vendor**” and collectively the “**Vendors**”.

2. Food Services

URSU is seeking a Vendor to enter into a sublease for the 726 square foot space located at Room 131, Riddell Centre (University of Regina) as more particularly described in Appendix • attached hereto (hereafter the “**Leased Space**”) and operate a purpose-built café and kitchen in such Leased Space. Target start-up date of July 15th 2023, with the space being made available to the new sublessee on July 30th 2023.

The chosen Vendor will be responsible for providing food and beverages in the Leased Space for students, visitors and faculty throughout the seasons (the “**Food Services**”). There are opportunities for collaboration with URSU to provide food options to URSU’s pre-booked groups, such as student clubs, societies and events’ bookings. URSU is looking for good quality offerings served in a timely manner to ensure a positive guest experience.



The successful Vendor will be tasked with the responsibility to upgrade the current Leased Space to comply with current City of Regina building standards and verification to any fire alarm changes. The existing Leased Space is currently used for warming food and serving beverages, and is not compliant with NFPA 96 and as such does not have infrastructure to support a full commercial kitchen at this time.

Vendors must be experienced in the safe handling of food and possess the necessary licenses to prepare and serve food in the City of Regina, Saskatchewan.

3. Note to Vendors

This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal. Rather, submission of a proposal may, if chosen by URSU in its sole discretion, form the basis upon which URSU and the chosen Vendor may negotiate a formal agreement for the provision of the Food Services. URSU has the right not to accept the lowest-priced proposal, or any proposal, and may reject any or all proposals submitted, or to negotiate modifications to the Food Services or the sublease for the Leased Space with any Vendor.

Submission of a proposal by a Vendor will constitute acceptance and agreement to the terms of this RFP in respect the process to be conducted, however this RFP and any proposal submitted in respect of this RFP are not intended to create, imply or infer legally binding contractual obligations in respect of the supply of the Food Services or the sublease of the Leased Space unless and until one or more formal agreement(s) in respect thereof is executed.

This RFP shall be governed by, and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The parties hereto acknowledge and accept the jurisdiction of the court of Saskatchewan and all courts of appeal there from in respect of any legal proceedings concerning this RFP, any proposal responding to this RFP or any rights and obligations arising from this RFP.

4. Terms of Formal Agreement(s)

The following are anticipated to be included in the formal agreement(s) entered into between URSU and the chosen Vendor. URSU has the right to add, remove or otherwise amend any such terms during negotiations of the formal agreement(s) with the chosen Vendor.

1. A sublease for the Leased Space as well as the provision of the Food Service during the term of the sublease. URSU anticipates an initial sublease term of 5 years, with options for renewal.



2. Terms regarding the responsibility of the Vendor to upgrade the Leased Space to comply with current regulations in order to provide the Food Services. Refer to the University food services policy – OPS - 100-005, [https://www.uregina.ca/policy/browse-policy/policy-OPS-100-005.html#:~:text=University%20Food%20Services%20\(managed%20by,after%20the%20event%20is%20completed.](https://www.uregina.ca/policy/browse-policy/policy-OPS-100-005.html#:~:text=University%20Food%20Services%20(managed%20by,after%20the%20event%20is%20completed.)
3. Requirements for the Vendor to obtain a business license, pay all appropriate taxes, and obtain and maintain liability insurance for self and staff. Proof of insurance coverage and business license will be required at the time of execution of the formal agreement(s).
4. Indemnity provision by the Vendor in favor of URSU with respect to any losses, demands, actions, damages, penalties, fines, costs or expenses suffered or occasion by URSU or its directors, officers, members or employees occasions by or arising from the Vendor's occupation of the Leased Space, the operation of the Vendor's business, breach by the Vendor of the terms of the formal agreement(s) or any applicable laws or regulations.
5. Responsibility of the Vendor to conform to *The Occupational Health and Safety Act* and regulations, and any amendments.
6. Requirement for the Vendor to implement and maintain a safety program for all staff.
7. Requirements of the Vendor to adhere to the University of Regina safety policies, along with all other policies, bylaws and procedures of the University of Regina, and operate and work with the University of Regina on all maintenance and other service related issues
8. The sublease for the Leased Space will include a monthly, basic rental amount payable to URSU, and an additional amount calculated as a percentage of gross sales. Utility costs are included in the lease agreement. Equipment, fixtures, and other items may be available to the chosen Vendor as part of the formal agreement.
9. Confidentiality

The Vendor acknowledges that URSU is subject to The Local Authority Freedom of Information and Protection of Privacy Act (the Act). The Vendor shall review the Act and determine the categories of records that are exempted from disclosure under the Act. The Vendor shall clearly mark "Confidential" all information regarding the items and conditions, financial and/or technical aspects of the Vendor's Proposal response, which in the Vendor's opinion are of a proprietary or confidential nature at the relevant item or page. URSU shall use all reasonable efforts to hold all information marked "Confidential" by the Vendor in strict confidence but shall not be liable for any inadvertent disclosure, nor for any disclosure required by law, including pursuant to the Act. Similarly, information about URSU obtained by a Vendor and declared by URSU representatives to be confidential must not be disclosed unless authorized by URSU. URSU is prepared to sign a non-disclosure agreement that may be required to obtain RFP information, however URSU cannot waive the access to information provisions of the Act.

It is agreed that these reciprocal obligations of non-disclosure will survive the termination of any contract that might arise between the parties.



This RFP and all other data appended or related to it, are the property of URSU and are applied only for the purpose of enabling each Vendor to prepare and submit a Proposal in response thereto. The information contained or referred to in the RFP or appended to it, is not to be disclosed or released for any other use or purpose and must be returned to URSU if requested.

5. PROPOSALS

Vendors who choose to submit a proposal in response to this RFP shall submit such proposal in accordance with the requirements described in Appendix B attached hereto. Vendors may provide additional information beyond that requested in the RFP for URSU's consideration. Any such additional information may be considered by URSU in its sole discretion.

URSU shall not be responsible for any costs that may have been incurred by any Vendor in preparing and submitting its proposal. The Vendor is solely responsible for all costs associated with the travel, accommodation and any other expenditures that may be incurred by the Vendor in connection with this RFP, the Vendor's proposal or the formal agreement(s), as the case may be.

All Vendors shall ensure that their proposals remain valid for a period of at least 90days after the Closing Time (as defined herein) in order to provide for evaluation of the proposals and negotiation of the formal agreement(s).

SUBMITTING PROPOSALS

The closing date and time for the submission of proposals in response to this RFP is **July, 14th 2023, 4:00 PM CST** herein referred to as the "**Closing Time**". A copy of the Vendor's proposal, including all attachments, should be received by URSU, not later than the Closing Time, by email to:

General Manager
University of Regina Students' Union
gm@ursu.ca

- (a) All proposals shall be signed by the Vendor / the Vendor's authorized signing officer(s).
- (b) URSU will not be responsible for failure to receive email proposals. Vendors are responsible for ensuring emails are received before the Closing Time. Requests for extension shall not be granted.
- (c) Vendors are requested to complete and submit any proposal form(s) attached as per Appendix B.
- (d) Any assumptions being made by the Vendor should be clearly and prominently stated in the proposal.



- (e) Alternative or innovative proposals are encouraged. However, Vendors submitting alternative or innovative proposals are asked to also provide a proposal in accordance with the base requirements of this RFP. The alternative/innovative proposal portion of the response should be clearly identified as such and separated from the proposal provided for the base requirements. URSU reserves the right to make an award based on any alternative/innovative proposal.
- (f) A Vendor may contact the General Manager at gm@ursu.ca **prior to the Closing Time** to request a facility tour and tour of the Leased Space.

6. Evaluation Process

The initial basis of evaluation of any Vendor's ability and acceptability in performing the Food Services will be the Vendor's written proposal in response to the RFP, and may include, but is in no way limited to, the discretionary evaluation criteria described in Appendix C attached hereto. Selection of proposals for further negotiation will not necessarily be based on price or the Appendix C criteria alone and, indeed, will not necessarily be based upon any single criterion, whether disclosed or not. By submitting a proposal, Vendors expressly acknowledge that URSU is under no obligation or duty to treat any or all Vendor's fairly or equally.

- Proposals will be kept confidential.
- URSU reserves the right to keep evaluation details and/or vendor rankings confidential.
- Vendors may be requested to participate in an interview, demonstration, or other interactive process with URSU in connection with this RFP.
- URSU reserves the right to select a short-list of vendors who may be subject to a further evaluation and/or negotiation process.
- Competitive negotiation may be part of this RFP process.
- URSU may conduct reference checks independent of the client references provided by the Vendor.
- URSU's objective is to select the applicant able to provide the best overall value and service solution to URSU. Vendors are advised that the evaluation process is subjective in nature and URSU's intention is to consider, at its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding or other legal duties, including without regard to whether a proposal is compliant with this RFP.

Questions

Questions should be directed to Muhammad Talha Akbar, General Manager at gm@ursu.ca



Appendix B: Form of Proposal

Vendors should, at a minimum, address the following in their proposals:

- **Vendor Detail**: A brief description of your business including any qualifications you consider relevant.
- **Interest**: a description of the reasons for the interest in subleasing the Leased Space and providing the Food Services.
- **Relevant Experience**: A description of your business's experience in performing similar work, including two (2) references of work performed for other agencies (or other relevant experience) in the previous five (5) years, and appropriate contact information for at least three references.
- **Lead Personnel**: Identify the lead personnel responsible for the delivery of the Food Services the proponent is prepared to offer and their expected involvement. URSU expects that each of the identified lead personnel will be licensed and in good standing to perform the services in Regina, Saskatchewan, and that a lead café manager will be onsite daily, with preference given to the owner/operator business models. Describe the relevant experience of the lead personnel and include their resumes and professional designations.
- **Capacity**: URSU expects that the vendor will have sufficient resources available to meet the service requirements of URSU in a timely and efficient manner. Provide a brief description of your firm's staffing resources that will be utilized to meet the service requirements of URSU.
- **Subconsultants**: Provide the same information as listed above for any subconsultant that you propose to engage in providing the Food Services. Partnerships and joint ventures will be considered, especially as they add value and expertise to the standards of service. For example, food, bar, or coffee services may be sub-divided with partners or consulting operators under the direction of the chosen Vendor.
- **Fee Proposal**: Vendors will be responsible for monthly rent and additional rent as negotiated.
- **Request for Proposals**: Schedule Proposals should include a confirmation of whether your company can meet the URSU's schedule for completion of the Services, as set out in this RFP.
- **Conflict of Interest Disclosure**: Disclose any actual or potential conflicts of interest that may exist between your firm and its management, and URSU and management, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal.
- **Food Services**:
 - General description of food service concept;
 - Proposed rent and percentage rent structure if different than the terms outlined above;
 - Sample menu with products and prices for items including, but not limited to pre-packaged snacks, ready-made and made-to-order food and beverages
 - Sample catering menu (if applicable)
 - Proposed structure of staff and level of service (serving, bussing, counter service, etc.);



- Any relevant support materials;
- Proposed hours of operation
- Proposed modifications to equipment or space provided;
- Proposed timeline for opening operation, including necessary permits;
- details on commitment to recycled paper products.
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- Brief business plan highlighting key customer targets; expected gross income, revenue projections, and start-up costs and initial investment requirements;
- If an additional site to an existing operation, how URSU site relates to the overall business operation;
- Any additional relevant information.



Appendix C: Evaluation Rubric

Category	Description
Business Operations	<ul style="list-style-type: none">• Demonstrates strong knowledge of financial management.• Demonstrates strong knowledge of cost controls• Demonstrates knowledge of occupational health & safety, HR.• Willingness to maximize hours of operation
Culinary Experience	<ul style="list-style-type: none">• Education/ Practical Experience• Proven record of industry success• Expertise in menu development• High levels of cleanliness standards• Creativity in food offerings• Plating and presentation design• Exhibits a high level of food quality
Catering Experience	<ul style="list-style-type: none">• Has experience catering large scale events up to 300+ people• Demonstrates plan for staffing of large catering events• Ability to respond to short notice catering requests
Management	<ul style="list-style-type: none">• Personal Interview• Willingness to be a true partner to URSU
Visitor Experience (Hospitality)	<ul style="list-style-type: none">• Demonstrates outstanding hospitality in accordance with URSU's mission.• Emphasis on hospitality training with staff• Customer service expertise in all areas