



**RURAL MUNICIPALITY
OF
WEST ST. PAUL**

**REQUEST FOR PROPOSAL 2026-04
Recreation Centre Concession Operation**

Prepared by:

RM of West St. Paul
3550 Main Street
West St. Paul, Manitoba R4A 5A3
Phone: 204-338-0306
Fax: 204-334-9362
Email: Martin.Miller@weststpaul.com
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TABLE OF CONTENTS

1.0	GENERAL.....	1
2.0	OBJECTIVES	1
3.0	BACKGROUND INFORMATION	1
4.0	INSTRUCTIONS TO PROPONENTS	2
5.0	SCOPE OF WORK	5
6.0	KEY DATES.....	6
7.0	EVALUATION CRITERIA	6
8.0	ACCEPTANCE OR REJECTION OF PROPOSALS.....	7
9.0	NEGOTIATION	8
10.0	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (Manitoba).....	8
11.0	INSURANCE.....	9
	Appendix A - Additional information (layout and equipment pictures)	10

1.0 GENERAL

- 1.1** The Rural Municipality of West St. Paul (the Municipality) invites proposals from qualified Proponents for the operation of a seasonal canteen concession at the Access Centre Recreation Site, located at 48 Holland Road, West St. Paul, MB for the 2026 operating season. The proposed space is located at the center of four outdoor baseball diamonds.

The floor area of the proposed concession space is approximately 400 sq. ft. including main concession area, utility/storage room and bathroom.

Additional information (layout and equipment pictures) related to the proposed space is included in **Appendix A**.

- 1.2** Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal shall address the Proponent's qualifications, experience, proposed methodology, work plan, and pricing. A combination of the technical submission and price proposal will constitute the proposal.

2.0 OBJECTIVES

- 2.1** The Municipality seeks a qualified Proponent for the operation of the concession for the purpose of food vending and sale of concession items. The Proponent is expected to align with the Municipality's values and enhance the overall customer experience at our Recreation Site.
- 2.2** The service provider will be required to enter into a six-month lease term, possibly extendable to an additional two-year term based on negotiations and overall performance over the initial period term. The lease term will begin May 1, 2026.

3.0 BACKGROUND INFORMATION

- 3.1** The Municipality is strategically located adjacent to Manitoba's capital city of Winnipeg. The Municipality is a growing community of 10,796 residents located 11km from downtown Winnipeg and 19km from the Winnipeg James Armstrong Richardson International Airport and has three major transportation and high load corridors (Provincial Highways 8, 9 and 101). The Municipality is an attractive community in which to live, raise a family or conduct business.
- 3.2** The Access Centre Recreation Site serves as a central community hub promoting health and wellness among residents. The facility hosts regular recreational programming, tournaments, and community events throughout the operating season.

4.0 INSTRUCTIONS TO PROPONENTS

- 4.1 The proposals, titled "**Request for Proposal 2026-04 Recreation Centre Concession Operation**" are to be submitted to:

Rural Municipality of West St. Paul
3550 Main Street
West St. Paul, MB R4A 5A3
Attention: Jeffrey Simpson, Chief Administrative Officer

not later than **2:00 p.m. on April 9, 2026.**

- 4.2 The Proponent must submit one paper copy and one copy in PDF format on a USB flash drive of the fully completed proposal signed and sealed by the Proponent.
- 4.3 Proposals submitted after closing time will not be accepted. Proposals will be opened in public view following the specified closing date and time.
- 4.4 The following information is mandatory to include with a proposal:
- 4.4.1 **Financial Stability** - Demonstrate financial stability and capability to meet lease obligations and operating expenses.
 - 4.4.2 **Experience** - Demonstrate successful operation of similar concessions or retail spaces, preferably within the food industry, preferably within recreational or community settings.
 - 4.4.3 **Proposal Content** - The proposal should include:
 - (a) Company overview;
 - (b) Menu, detailing items to be sold and how they align with the Centre's environment;
 - (c) Financial plan, including proposed lease terms, build-out costs, and operating budget;
 - (d) Hours of operations; and
 - (e) Include at least three references either from past landlords or business partners.
 - 4.4.4 **Proposed Rent** - Propose maximum rent that Proponent is able to offer for the proposed space based on the Proponent's business plan including important information provided in this document.

4.4.5 Insurance Undertaking - Provide a copy of policy or a letter from your insurance company/ broker confirming the ability to secure liability insurance coverage in compliance with Section 10 of this RFP upon approval of the proposed project.

4.4.6 WCB Coverage - Provide a letter confirming the ability to secure workers' compensation coverage, or include a copy of WCB clearance if coverage is already active.

The selection of the Proponent will be based on the submissions that are shortlisted by the Municipality as per the evaluation criteria.

4.5 All communications regarding this RFP shall be sent to Martin Miller via email at Martin.Miller@weststpaul.com. The Municipality will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Municipality's contact above which may issue written addenda.

4.6 The viewing of the space is scheduled on March 24, 2026, from 10:00am to 11:00am for any interested Proponents. Please RSVP to Martin Miller at Martin.Miller@weststpaul.com if you will be participating in the scheduled space viewing.

4.7 Any issued addendum shall be acknowledged and submitted with the proposal. Failure to acknowledge issued addendum and not submitting a copy with proposal may result in disqualification.

4.8 By submitting a proposal, the Proponent agrees:

4.8.1 That it is solely responsible for ensuring that it has all information necessary to prepare its response and for independently verifying and informing itself with respect to any terms or conditions that may affect its proposal.

4.8.2 To hold harmless the Municipality, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process.

4.8.3 That it shall not be entitled to claim against the Municipality, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Municipality or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient.

- 4.8.4** That the Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponents as a result of, or arising out of, preparing, submitting, or disseminating a submission, or for any presentations or interviews related to the response, or due to the Municipality's acceptance or non-acceptance of a submission.
- 4.8.5** To waive any right to contest in any proceeding, case, action or application, the right of the Municipality to negotiate with any Proponent for the Contract whom the Municipality deems, in its sole and unfettered discretion, to have submitted the response most beneficial to the Municipality and acknowledges that the Municipality may negotiate and contract with any Proponent it desires.
- 4.8.6** Each Proponent must make full disclosure of any personal or business relationships with any member of Municipal Council or any staff member. Disclosure, if any, must be made in writing and accompany the Proponent's response.
- 4.9** The Submissions received shall remain irrevocable for a period of sixty (60) days following the RFP Closing Date to allow the Municipality to undertake the evaluation of the submissions received and any negotiations with the Proponents (if necessary).
- 4.10** After the RFP Closing Time, the Municipality will review and evaluate all the responses received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.11** In evaluating the submissions received, the Municipality will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed therein. By submitting a proposal, the Proponent acknowledges and agrees that the Municipality has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.12** At any time prior to execution of an agreement, the Municipality may, in its sole and unfettered discretion and without liability, cancel or terminate this RFP, reject all proposals, or modify the scope, terms, or conditions of the proposed concession operation. No compensation shall be payable to any Proponent as a result of any such action.
- 4.13** By submitting a proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Municipality to award points in respect of the criteria noted therein (the "Evaluation Criteria").
- 4.14** 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 response.

5.0 SCOPE OF WORK

5.1 The successful Proponent shall be responsible for the complete operation, staffing and management of the concession stand for the purpose of food vending and sale of concession items.

5.2 The following requirements shall be considered and/or satisfied:

5.2.1 The Proponent will be responsible for their own equipment and supplies. This includes equipment for payment, including sales system and a point-of-sale (POS) terminal (or other means of record keeping and handling sales of both cash and electronic banking). As well, the Proponent will need to provide all inventory, janitorial supplies and small maintenance products.

5.2.2 The Proponent will be responsible for payment and management of garbage & recycling collection containers. The proponent will be allowed to dispose of garbage in the RM dumpster which is stored on-site.

5.2.3 Storage is available in the main concession site. There will be no additional storage available.

5.2.4 The Municipality does have the following equipment for use by the Proponent:

- Double door Pepsi drink cooler
- Small residential stove not suitable for commercial use
- Tables in good condition (Proponent will be responsible for cleaning and disinfectant as needed)

5.2.5 The Proponent will be responsible for cost related to inspection and maintenance of the equipment supplied by the Municipality.

5.2.6 The Proponent agrees to have maintenance and inspection of such equipment completed with a Municipality approved contractor only.

5.2.7 The Proponent will remove all of their own equipment and supplies following the lease period.

5.2.8 The Proponent will be responsible for cleaning the tables setup for customer use in front of the concession building.

5.2.9 The Proponent will be required to keep the concession area clean, to a high standard of cleanliness, and in attractive condition. This includes the kitchen space as well as any provided storage spaces. Cleanliness must meet or exceed Manitoba Health Services' Public Health Standards.

5.2.10 The Municipality will provide the concession space at the concession building located at the center of the four outdoor baseball diamonds at the Access Centre Recreation Site complete with heat, power and fire extinguishment equipment. Telephone service is the responsibility of the Proponent.

5.3 Hours and Mandatory Operations

Operating days and hours will be determined in consultation with the Municipality.

5.3.1 Between May 1 and September 30, at a minimum the following hours:

- Monday to Friday 3 p.m. to 9 p.m.
- Saturday & Sunday 9 a.m. to 10 p.m.

5.3.2 Mandatory operation is required for:

- Canada Day (July 1)
- Additional special events and Community Festivals as identified by the Municipality.

5.3.3 These hours may be adjusted based on facility usage and mutual agreement of both parties.

6.0 KEY DATES

Issue of RFP	March 19, 2026
Site Visit (Optional)	March 24, 2026
Question Period Deadline	April 2, 2026, before 4:30 p.m.
Addenda Issuing Deadline	April 7, 2026, before 4:30 p.m.
RFP Closing	April 9, 2026, at 2:00 p.m.

Note: The time shown is local time (CST).

The Municipality reserves the right, at its sole discretion, to adjust the key dates as it deems necessary.

7.0 EVALUATION CRITERIA

7.1 The following criteria will be used to evaluate the proposals:

7.1.1 The Municipality will review the documents submitted as part of Mandatory Requirements and Other Submission Requirement (**Step 1 of evaluation**). Failure to submit mandatory required documentation can result in proposal disqualification.

7.1.2 The Municipality will then rate the proposals based on the criteria below (**Step 2 of evaluation**):

Evaluation Criteria	Points available
Financial Stability	20
Relevant Experience	25
Financial Proposal	25
Customer Service Approach	20
Overall Value to the Municipality	10
Total Points Available	100

7.1.3 The Municipality will then begin any negotiations as required with the Proponents (**Step 3 of evaluation**).

7.1.4 The last step would be to reach an agreement for the provision of services with the successful Proponent post any negotiations. Please note that if the Municipality and the highest rank Proponent cannot reach an agreement, then the Municipality may negotiate with any other Proponent (**Step 4 of evaluation**).

7.1.5 The evaluation score and ranking of Proponents are confidential, and no details will be disclosed to any other Proponents.

7.1.6 The Municipality reserves the right to disqualify the proposal if mandatory required documents are not provided as requested.

7.1.7 The Municipality reserves the right to seek clarification from any Proponent to assist in the evaluation of its proposal.

8.0 ACCEPTANCE OR REJECTION OF PROPOSALS

8.1 Following conditions are applicable to accepting or rejecting proposals:

8.1.1 Any award will be subject to the Municipality's approval.

8.1.2 The Municipality reserves the right in its sole discretion:

(a) To accept the proposal which it deems to be most appropriate and to waive any deviations in the proposal.

(b) To reject all proposals and to invite new proposals.

(c) To reject all proposals and to conclude the RFP process.

(d) To increase, decrease, delete any portion of the scope of work.

(e) To enter into negotiations with Proponents on any or all aspects of their proposals.

- (f) To negotiate with the sole responsive Proponent to ensure best value to the Municipality.

9.0 NEGOTIATION

- 9.1** The contract for proposed services is subject to negotiations with the lead Proponent including, but not limited to, the following:

- 9.1.1** Changes or work refinements in the service requirements or scope of services proposed by the Proponent.

- 9.1.2** Price – if directly related to a change or refinement in the proposed scope of services proposed by the vendor.

- 9.1.3** Specific Contract details as deemed reasonable for negotiation by the Municipality.

- 9.2** If it appears to the Municipality, in the Municipality's sole opinion, that the agreement may not be executed by the lead Proponent, the Municipality may, at its sole discretion and without liability, immediately terminate all further negotiations and attempts to finalize the agreement with the lead Proponent and select another Proponent.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (Manitoba)

- 10.1** All documents and information, including books, maps, drawings, photographs, letters and information that is written, photographed, recorded or stored in any manner, submitted to the Municipality in response to this document are records in the custody and control of the Municipality and, as such, may be subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (Manitoba) and other legislation, whether currently in force or enacted in the future. Under the *Freedom of Information and Protection of Privacy Act* any person has the right of access to records in the custody or control of the Municipality, subject to limited and specific exceptions as set out in the Act.

- 10.2** Proponents to this document should identify all information that they consider confidential and the basis for confidentiality, including those parts of their submission that relate to:

- 10.2.1** Trade secrets or commercial, financial, labour relations, scientific, or technical information supplied in confidence, where disclosure could reasonably be expected to harm the competitive or negotiating position of a third party, interfere with contractual negotiations, or result in undue financial loss or gain (Section 18).

10.2.2 Personal information regarding individuals who would provide services related to this document, including their names, qualifications, experience, and employment history (Section 17).

10.3 While the Municipality will make every reasonable effort to protect the confidentiality of information identified by the Proponent as confidential using the applicable provisions of the Freedom of Information and Protection of Privacy Act, other sections of the Act may apply, and the information may have to be disclosed to members of the public who request access to records in the Municipality's custody and control.

10.4 The Municipality will not disclose, to the extent permitted by law, the evaluation and rating of submissions to this document. This document is intended to provide general information regarding the Proponent's obligations under the Freedom of Information and Protection of Privacy Act in relation to the handling of information and records under the Agreement. Proponents may wish to seek their own legal advice on specific aspects of these obligations.

11.0 INSURANCE

11.1 All policies of insurance shall be written by insurers adequately licensed to underwrite insurance in the jurisdiction where the municipality is located.

11.2 The Proponent shall require all subcontractors engaged to carry liability insurance consistent with those required under the contract.

11.3 The Proponent shall carry and maintain, at its own expense, insurance coverage appropriate to the operation of a food and beverage concession, including the following:

11.3.1. Commercial General Liability Insurance, with limits of not less than \$2,000,000 per occurrence, insuring against bodily injury, personal injury, and property damage arising from the concession operation.

11.3.2. All insurance shall be maintained from the commencement of the concession operation for the full term of the agreement and shall name the Municipality as an additional insured where required. The Proponent shall carry liability insurance under a policy that insures the Proponent, and that has limits of not less than \$2,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, and a deductible not exceeding \$50,000, which shall be the responsibility of the Proponent.

END OF DOCUMENT

**REQUEST FOR PROPOSAL 2026-04
Recreation Centre Concession Operation**

Appendix A - Additional information (layout and equipment pictures)











