

RESORT VILLAGE OF

MANITOU BEACH

DRIVE-IN THEATER

REQUEST FOR PROPOSAL

RFP #2023-02

DATE ISSUED: JANUARY 6, 2022

SUBMISSION DEADLINE DATE: FEBRUARY 16, 2023, 6:00 PM CST

SYNOPSIS:

This Request for Proposal is for a fixed-term leasing contract for a Drive-In Theater. The drive-in theater is located within the municipality of the Resort Village of Manitou Beach. The RVMB is in East-Central Saskatchewan, approx. 125 km East of Saskatoon.

Key Deadlines:

RFP Close Date- February 16, 2023, at 6:00PM.

RFP Opening Date-February 17, 2023

SUMMARY OF KEY INFORMATION:

The Resort Village of Manitou Beach is seeking proposals for fixed-term leasing contract for the drive-in theater. The drive-in is located on municipal property, in the Southwest portion of the Resort Village of Manitou Beach, SK.

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Electronic copies preferred. If physically mailed; shipping materials will be clearly identified by the Proponent and contents. Packaging should be labeled: 'CONFIDENTIAL: RVMB DRIVE-IN LEASE PROPOSAL'. Digital files of the Proposal should be submitted to planning@manitoubeach.ca.

Proposals will be received by the Resort Village of Manitou Beach no later than 6:00 PM CT, February 16th, 2023, send to the attention of: DAVID MCVICAR, 701 Lakeview Avenue, Manitou Beach, SK. S0K 4T1.

Electronic copies of the RFP documents may be obtained from the Resort village of Manitou Beach website, and SaskTenders website at no charge. Hard copies of the RFP documents may be obtained at the office of the Resort Village of Manitou Beach.

Request for Proposal related inquires may be directed to David McVicar, Planning and Development Officer for the Resort Village of Manitou Beach, at 306-946-2831 or by email at planning@manitoubeach.ca.

Site visits may be coordinated at the request of the Proponents.

Submissions will be evaluated based on the Proposal that, in the Village's opinion, offer the best use for the leased property. Evaluation considerations will include the proposed fixed-term leasing contract (i.e., final deliverable), team qualifications, track record, relevant recent experience, or any other factors the Village deems relevant to the theater's success. The Resort Village of Manitou Beach reserves the right to reject any or all bids; the lowest price not necessarily accepted. The Village reserves the right to waive informalities in or reject any or all proposals or accept the proposal most favorable to the interest of the Resort Village of Manitou Beach.

PART A – GENERAL

1. DEFINITIONS

Agreement/Contract means a contract that may be issued to formalize with the successful proponent through a negotiation process with the village based on the Proposal submitted and will incorporate by reference the request for proposal, any appendix issues, the Proponent's response, and acceptance by the Village.

Lease means the fixed-term lease contract that the Proponent develops for the Theater

Lessee means the party signing the Theater Lease.

Mandatory/Must/Shall/Will means a requirement that is necessary to be met.

Proponent means the responder to this Request for Proposal

Proposal means the submission by the Proponent

Provide/Supply means to provide and pay for, and to supply and pay for.

Request for Proposal means and include the complete set of documents, specifications, drawings, and appendix incorporated herein, and included in this Request for Proposal.

Services means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP.

Theater means the Jubilee Drive-In theater located within the Resort Village of Manitou Beach.

Village means the Resort Village of Manitou Beach, Saskatchewan, Canada.

2. BACKGROUND & INTENT

The Resort Village of Manitou Beach recognizes the value of accessible, inclusive recreational opportunities within the community for both residents and visitors. As a small rural community of just over 364 year-round residents it is significant and impactful for the Village to provide amenities that support people of all abilities, at all stages of life.

The Resort Village of Manitou Beach is a destination community with small town charm, and a rich history, predating European settlement. The RVMB is home to Camp Easter Seal; the first restriction free camp in the province, for people with special needs. The RVMB is home to the beautiful Manitou & District Regional Park & Golf Course. Not to be forgotten, the RVMB is home to the historic Danceland, the Manitou Springs Mineral Spa, our lake is a special feature because of its unique mineral composition; it is considered the Dead Sea of Canada, also we are home to newly relocated & adopted, Lockwood Sough Dough Bread Company that is famous province wide. The Resort Village of Manitou Beach has a vibrant Farmers Market, held Saturdays & Flea Market, both in operation throughout the spring/summer/fall. The Resort Village is home to a large artist population and provides many opportunities throughout the year for community engagement in workshops & shopping opportunities. We are proud of our newly constructed connecting trail that connects Manitou Beach by way of a 6 km bike/pedestrian trail to our closest neighbor Watrous, SK. Watrous boasts additional walking/biking trails, 306 Day Spa, Carlton Trail Regional College, an elementary and high-school, daycare, pre-school, multiple playgrounds, an excellent variety of quality restaurants, and a bakery that is celebrated for its delicious eats, along with multiple prominent vehicle dealerships!

Operation of a local drive-in theater will provide recreational entertainment for residents and tourists alike. The drive-in will enhance the local enterprises by further attracting tourism to the Village. In addition to showing movies at the theater the theater-grounds may be used by the contractor/operator for other activities such as a flea-market, concerts, and other recreational activities that may help realize the full potential of this property.

3. GENERAL CONDITIONS of the RFP

3.1 No Contractual Obligations as a Result of the RFP or Proposal

This is a Request for Proposal. There are no contractual obligations from receipt of a Proposal. The Village is interested in seeking out Proponents to enter into a contract based on the RFP, and enter into a formal, written contract for the Proponent to undertake the operation of the Theater.

3.2 Rights Reserved by the Village

The Village is not liable for any cost incurred by interested parties in the preparation of their response to this request or interviews, if held. Further, the Village shall not be responsible for any liabilities, cost, loss, or damage incurred, sustained, or suffered, by any interested party, prior to, subsequent to, or by any reason of the acceptance, or non-acceptance by the Village for any response, or by reason of any delay in the acceptance of the response.

The Village reserves the right to reject any or all proposals and to accept the proposal deemed most favorable in the interests of the Village.

The RFP process does not commit the Village in any way to select a Proponent, or award or negotiate any contract. The Village reserves the right to cancel this project for any reason whatsoever, without any further obligations.

The Village may accept or waive a minor and inconsequential irregularity where practical to do so. The Village may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor and inconsequential irregularity with no change to the Proposal. The determination of what is or is not a minor or inconsequential irregularity, is solely at the discretion of the Village. The determination of whether to accept, waive, or require correction of an irregularity, and the final determination of validity will be solely at the discretion of the Village.

3.3 Ownership of Proposals and Freedom of Information

All documents submitted to the Village in response to this RFP or as part of any subsequent negotiation will become the property of the Village and will not be returned. Proponents should be aware that the Village is subject to the provisions in the FOIPPA-Freedom of Information and Protection of Privacy Act. A Proponent may stipulate in their Proposal that a portion of their Proposal contain confidential information and are supplied to the Village in confidence. However, under the FOIPPA, the Village may nevertheless, be obligated by statutory law-if a request made under the Act, to disclose all or some of the information supplied to the Village in confidence. The Proponent should review Section 21 and other provisions of FOIPPA to gain a solid understanding of the Village's responsibility as a Municipality under the Act.

3.4 Confidentiality of Village Information

All Proponents and any other person who, through this RFP process gains access to confidential information of the Village, are required to keep strictly confidential all information which in any way reveals confidential business, financial, or investment details, programs, strategies, or plans learned through this RFP process. Information pertaining to the Village obtained by the Proponent as a result of the participation in this process is confidential and must not be disclosed without written authorization from the Village.

3.5 Contacting Village Representatives

Proponents shall not contact Village elected officials, officers, or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

3.6 Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships that they may have with the Village, its elected or appointed officials or employees. The Village may rely on such disclosure. The Village may reject a Proposal by any Proponent that the Village judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, false information, or insufficient disclosures of the nature and extent of relationships the Proponent may have with any employee, officer, or director of the Owner shall be grounds for immediate termination of any

Agreement or Contract with the Owner, in the Owner's sole discretion, without further liability of notice.

3.7 Site Visit

The Village recommends that the parties interested in submitting a Proposal in response to the RFP familiarize themselves with the theater site, and Village requirements. The Village will be available to answer any questions and clarify expectations regarding Proposal content.

While the Village will provide maps, diagrams, photographs, or other documents that may be available to assist the Proponent, the Proponent shall be responsible to fully inform themselves as to existing conditions of the Theater grounds buildings and equipment, prior to submitting the Proposal.

4. STATEMENT OF REQUIREMENTS

4.1 Overview

The Statement of Requirements contains the overall general requirements to develop a fixed-term lease contract. Proponents will be required to develop a fixed-term lease contract proposal that meet all standards within the Section 4 where applicable. References to be supplied with submission.

4.2 Objectives

The primary objective is to have the proponent develop a proposal for a fixed-term lease agreement for the Village's drive-in Theater that is suitable to both the Village and the Proponent, with the expectation that a suitable Proponent will enter into the lease agreement with the Village.

4.3 Operational Description

The theater is fully operational except for the projector which suffered a catastrophic bulb failure last fall. The Proponent may wish to develop a Lease proposal that includes entering into a cost sharing agreement to repair the projector. The estimated cost to repair the projector is between \$16,000 and \$20,000. The higher estimated price would allow for a new lens that would allow the projector to be moved from an unheated projection shack to the main building. The Proponent may wish to provide their own projector. Alternately the Proponent is encouraged to investigate new technologies.

The Theater grounds is approximately 1.1 hectares in size. This has previously allowed other recreational activities to be offered; for example, flea-markets. The Proponent may include recreational activities in the Lease proposal. Previously the operation of a flea market generated about \$5,000 per season not including the sale of food and other items from the concession. The concession has some functional equipment (e.g. fridges, deep fryer, popcorn maker), but work will be required to bring the concession up to code (e.g. CO detector, propane detector, emergency exit lights)

The Village wishes to have a “hands off” policy in the day-to-day operation of the Theater. The successful Proponent shall be responsible for the maintenance and repair of buildings, structures, and projection equipment. The Village expects that at the end of the Lease the buildings, structures and any Village owned projection equipment will be left in as good or better condition than when the lease was initiated.

The Village is open to considering proposals to operate the Theater as a nonprofit organization under the “Non-profit Corporations Act, 1995”

The Lease proposal shall specify that the operation of the Theater will comply with all applicable health and safety regulations. Additionally, the Lease will specify that suitable liability, fire, and vandalism insurance will be carried by the Lessor through the term of the Lease. The general liability insurance will be for at least \$2,000,000. The Village will be named on the policy.

Additionally, the Lease proposal will specify the terms of payment of operational costs such as water, sewer, natural gas, and electrical power.

4.4 Schedule

The successful Proponent’s lease document should have a spring 2023 start date for the operation of the theater. At a minimum the Village would expect weekly movies to be available to the public during the summer season essentially from about June 15 to late September of a given year. Preference will be given to longer term lease proposals.

5 Proposal Format & Preparation

Proposals should be provided on single sided 8 ½” white paper, in a font of black and not less than 11 points. Without limiting the requirements set out herein, each Proponent should include in its technical submission Proposal information and documentation that reasonably demonstrates and allows the Owner to evaluate whether the Proponent can perform the Design-Builder’s responsibilities and obligations.

Email submissions are to be submitted to David McVicar, at planning@manitoubeach.ca.

Email subject line should read: Confidential: RVMB Theater Lease Proposal.

Hard copy submissions are to be submitted to the Resort Village of Manitou Beach:

- In Person to- 701 Lakeview Avenue, Manitou Beach, SK, Attention: David McVicar; or
- By Mail to- 701 Lakeview Avenue, Manitou Beach, SK. S0K 4T1, Attention: David McVicar.

Sealed envelopes should be clearly labeled:

Confidential: Resort Village of Manitou Beach – Theater Lease Proposal

6 Proposal Evaluation & Selection

The Resort Village of Manitou Beach will evaluate all submitted valid Proposals. The object of the evaluation and selection is to identify the Proposal that, in the Village’s opinion, offers the best value for the products, and/or services requested.

The Village is not obligated to accept the lowest priced Proposal or any Proposal and may reject all submissions. The Village has the absolute right to accept or reject any proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason. There shall be no obligation on the part of the village neither to receive further information, whether written, or oral, from any Proponent nor to disclose the nature of any Proposal received.

The Village, at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such an event the Village will be entitled to consider the answers received in evaluating Proposals.

The Village may award a Contract to the Proponent whose submission, in the Village’s sole discretion, provided the best overall value to the Village. In evaluating the overall value to the Village for the work in respect of each submission received, the Village, in addition to price, will have in mind its critical goals of obtaining a high-quality product in accordance with the schedule established under the Statement of Requirements.

Proposals will be evaluated based on the following criteria:

Table 1: Evaluation Criteria

CRITERIA	POINTS ASSIGNED
Qualifications, Experience, & References	25
Schedule of Movies and Events	25
Technical Operations Proposal	25
Cost, Renumeration & Additional Efficiencies	25
TOTAL POINTS	100

Proposed must at a minimum have a complete plan to operate the theater; the Village will not consider partial submissions.

Once a preferred Proponent has been identified, the Village will enter Contract discussions to clarify any outstanding issues and agree to contract terms. It is not the Village’s intent to revise the Financial Quotation at these discussions unless cost-related adjustments to the Technical Quotations are identified by the Village and/or the Proponent.

If discussions are successful, the Village and the preferred Proponent will develop a formal Contract to award to preferred Proponent and lease the theater. If discussions are unsuccessful, the Village reserves

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the right to enter Contract discussions with other Proponents, and/or decide not to award a Contract at all.

PART B – PROPOSAL DOCUMENTS

1. Financial Proposal
2. Technical Proposal
3. References