



Request for Proposal Winter Café Service

November 2021

Rainbow Sports Club
PO Box 76
St Arnaud,
Nelson Lakes,

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Introduction

Rainbow Ski Area is adjacent to the northern boundary of Nelson Lakes National Park high up on the Rainbow Range within the world famous Nelson/Marlborough lifestyle region. Reaching a height of over 1760 metres, Rainbow captures regular winter snow, complemented by extensive snow making, all superbly groomed to create a stunning winter playground.



The wide uncrowded slopes and well groomed trails provide superb terrain for beginners and intermediates while advanced skiers can challenge themselves in the high powder runs and chutes. Snowboarders love the varied terrain, jumps, bumps and drops. A terrain park has been developed, offering more thrills & spills for adventurous boarders and skiers.

The Rainbow Ski Area is owned and operated by the Rainbow Sports Club Inc. Membership is open to anyone interested in ongoing snow sports in the Top of the South. The Club has a Committee (currently seven members), and employs staff to manage and operate the field. We are generously supported by the Top of the South Community.



Our Café is a place to refuel, rest and socialise over food and drink. Rainbow is seeking a vendor to operate our café and kitchen, who can operate as a partner continuing to cultivate a friendly and social atmosphere. We look forward to seeing your proposals.

Request for Proposal

Rainbow Sports Club Incorporated ("Rainbow") is inviting proposals from suitably qualified and experienced vendors for the supply of certain services ("Services") as further outlined in this Request for Proposals. The purpose of this Request for Proposal is to select a qualified vendor to enter into a contract with Rainbow for the performance of the Services. All points outlined regarding the café's operation are negotiable. Further details about the Services required by Rainbow are set out in Appendix A. 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.

Submission of Proposals

1. Proposals must be submitted by 4:30 PM on 10th December 2021. The deadline for receipt of proposals may be extended by Rainbow by way of addendum. Vendors are solely responsible to ensure their proposals are delivered on time.
2. Proposals must be delivered by email to the attention of Tom Harry, Mountain Manager, at thomasharry@skirainbow.co.nz with the subject line "Request for Proposal – Rainbow Ski Field Café".

3. Inquiries concerning this RFP are to be directed in writing via email to thomasharry@skirainbow.co.nz
4. Vendors are requested to complete and submit any proposal form(s) attached as per the requirements outlined in Appendix B.
5. Any assumptions being made by the vendor should be clearly and prominently stated in the proposal.
6. 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. Rainbow reserves the right to make an award based on any alternative/innovative proposal.

Service Contract

7. The supply of any Services pursuant to this Request for Proposal shall be acquired under a mutually acceptable contract. Rainbow reserves the right to negotiate any and all purchase terms and conditions (including price) with any vendor at its sole discretion.
8. Vendors (and/or its employees and agents) may be required to sign supplemental confidentiality agreements prior to accessing any Rainbow software or systems.

Proposal Contents and Cost of Proposals

9. Proposals must be submitted in writing as per the requirements outlined in Appendix B. Vendors may provide additional information beyond that requested in the RFP for Rainbow's consideration. Any such additional information may be considered by Rainbow at its sole discretion.
10. Rainbow is not responsible for any costs incurred by vendors in preparing their proposals, attending any meetings or interviews with Rainbow, making any presentations to Rainbow in connection with their proposals, or otherwise incurred in connection with the Request for Proposal process.

Request for Proposals Anticipated Schedule of Events

11. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by Rainbow at its sole discretion:

Request for Proposal Event	Estimated Date(s)*subject to change
Released	12 th November 2021
Appointments available for site inspection	November - December 2021 (by appointment)
Close	12 th December 2021
Evaluation/completion of selection process	1 st February 2021
Contract signing	31 st March 2021

Evaluation Process

12. Proposals will be kept confidential.
13. Rainbow reserves the right to keep evaluation details and/or vendor rankings confidential.

14. Vendors may be requested to participate in an interview, demonstration, or other interactive process with Rainbow in connection with this RFP.
15. Rainbow reserves the right to select a short-list of vendors who may be subject to a further evaluation and/or negotiation process.
16. Competitive negotiation may be part of this RFP process.
17. Rainbow may conduct reference checks independent of the client references provided by the vendor.
18. Rainbow's objective is to select a vendor able to provide the best overall value and service solution. Vendors are advised that the evaluation process is subjective in nature and Rainbow'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.
19. Applicants will be judged based on the evaluation criteria outlined in Appendix C.

Legal Framework

20. This RFP is not intended to, and shall not, create any binding obligation on Rainbow to purchase all or any of the Services, or to enter into any service contract related thereto. Vendors are advised that Rainbow is intending to conduct a flexible procurement process, not subject to the laws of competitive bidding.
21. Without limiting the generality of the above paragraph, Rainbow reserves the right, at its sole discretion at any time and for any reason, to:
 - Reject any or all proposals (including, for greater certainty, the lowest cost proposal)
 - Accept any proposal or any combination of proposals received
 - Accept a proposal in whole or in part
 - Clarify a proposal where, in the sole judgement of Rainbow, an error or mistake is apparent on its face
 - Accept any non-compliant proposal where the non-compliance is, in Rainbow's sole judgement, not material
 - Reject any non-compliant proposal
 - Accept or reject any conditional proposal
 - Accept any alternative or innovative proposal
 - Negotiate any aspect of any proposal (including price) and/or any purchase terms and conditions
 - Cancel this Request for Proposal at any time for any reason (with or without commencing a new Request for Proposal or other similar process in its place)
22. Proposals may be withdrawn or amended by vendors at any time by written notice to Rainbow prior to Rainbow and a Vendor signing a formal contract

Appendix A: Service Requirements

Licence Offerings

The vendor will be a true partner, meeting with Rainbow staff on a regular basis to evaluate and propose changes and improvements with a focus on the visitor experience and customer.

The vendor will be required to apply for and pay directly all taxes, fees, charges and the like charged against or in respect of the vendor's operation (e.g. water tests, alcohol licences, insurance etc)

Rainbow operates with Licence from the Department of Conservation, subject to conditions. A new long term concession is currently being processed by the Department of Conservation. The Licence with the café operator will be subject to the Rainbow's licence to operate and the new concession conditions.

Branding

Rainbow is responsible for the overall branding of Café. The successful operator will work with Rainbow to make use of Rainbow's Facebook and Instagram accounts which have 10,000+ followers.

Rainbow will assist with and deliver marketing strategy to be disseminated via the ski fields channels (online, website, social media, member communication etc.).

Hours

The café will be open at all times that the ski area is open to the public.

The ski season typically starts during the second school holidays in July and finishes in the third school holidays in late September / early October.

Rainbow historically has been open seven days a week **subject to weather and snow.**

Our current hours of tow operation are 9am to 4:00pm and it is expected that the Café would be open at least an hour prior to the tow opening.

Catering opportunities may be available to the café vendor on a non-exclusive competitive basis both in and out of season (e.g. summer orienteering events, slush cup, etc.).

Space

All spaces except the kitchen and serving area are non-exclusive.

Exterior entrance



Interior area

seated area (A Frame Extension) approx. 7.5m x 8.0m

tables and plastic chairs

heatpump

sun room area 'nook' approx. 3.5 x 3.5

Couches

Bench seating with great views of the ski area



Serving area 6.5m x 7.5m



Kitchen area 4m x 3m

Walk in Refrigerator 2m x 2m

Pantry 2.5m x 1.5m

Included for use by the vendor are the following assets in the kitchen area.

- Upright freezer

- Deep Fryer
- Convection oven
- Induction range
- Grill
- Walk-in cooler
- Stainless steel prep table
- Dishwasher (lease of which is included in rent)
- Coffee Machine and Grinder (Owned by Pomeroy's and available for use provided Pomeroy's products used)

Outside Café area

Approx 4 x 7m near main entrance plus 5m x 8m in front of café facing platter lift



Remote Options

Space can be made available to the vendor for a remote caravan style space to compliment the café site on a non exclusive basis.



General

Covid 19 – The new Covid Traffic Light system is likely to have some influence work and play at Rainbow. More details on how this will affect Rainbow will continue to come to light as the Government make further announcements and Rainbow will follow their guidelines and implement as required including any vaccine mandate. Rainbow's expectation is the Vendor and the Cafe operation will also follow the guidelines, any vaccine mandate and implement as required.

Some Rainbow events may include sound components (music, PA, performances, etc.) that will be audible throughout café spaces.

Utilities, HVAC, building insurance, and maintenance will be provided by Rainbow.

Cleaning of kitchen area and serving area is the responsibility of vendor. Cleaning of the non exclusive seating areas shall be shared on a 50/50 basis.

Rainbow's Expectations

Service Expectations

Friendly, Fun, Family oriented

Service level will need to be managed to reflect the highly variable customers numbers experienced at Rainbow mid week to weekend and as dictated by changing weather conditions

Operating Expectations

Flexible opening hours to match challenges the weather throws at the operation of a ski field

Flexible

Assist with snow clearance in outside seating area adjacent to café

Responsible for all stock management and logistics.

Expected offerings

Fresh and healthy options

Hot sustaining mountain food

Fries

Espresso coffee

Alcohol

Gluten free and vegan options

Rubbish and Recycling

Rainbow is transitioning to low waste operation. The Vendor will need to adapt over time, for example ensuring it offerings have no wrappers and beverages shall be served in easily recycled glass or aluminium containers.

Meals on biodegradable serve ware or washable plates.

Rainbow is responsible for disposing rubbish

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.

Relevant Experience

A description of your business's experience in performing similar work, including two (2) references of work performed for others (or other relevant experience) in the previous five (5) years, and appropriate contact information for references.

Lead Personnel

Identify the lead personnel responsible for the overall delivery of the services and their expected involvement. Rainbow expects the lead personnel will be licensed and in good standing to perform the services at Rainbow, and that a lead will be onsite daily, with preference given to the owner/operator.

Describe the relevant experience of the lead personnel and include their resumes and professional designations.

Capacity

Rainbow expects that the vendor will have sufficient resources available to meet the service requirements of Rainbow in a timely and efficient manner.

Provide a brief description of your firm's staffing resources that will be utilised to meet the service requirements.

Subcontractors

Provide the same information as listed above for any subcontractors that you propose to engage in providing the Services. Partnerships and joint ventures will be considered, especially if they add value and expertise to the standards of service. For example, food, bar, or coffee services may be sub-divided with partners or subcontractors under the direction of the lead vendor.

Liability Insurance

Rainbow expects that the vendor carries public liability insurance in an amount of not less than \$2,000,000 per occurrence. Provide certificates of insurance outlining the amounts of public liability insurance that you carry.

Fee Proposal

Vendors will be responsible for fortnightly commission of 20% of each fortnight gross revenue.

Conflict of Interest Disclosure

Disclose any actual or potential conflicts of interest that may exist between your firm and its management, and Rainbow and management, and the nature of such conflict of interest. If a vendor has no such conflict of interest, a statement to that effect should be included in its proposal.

Proposals must include:

- A. General description of café concept;
- B. Proposed rent and percentage rent structure if different than the terms outlined above;
- C. Sample menu with price points;
- D. Proposed structure of staff and level of service (serving, barista, counter service, etc.) including subcontractors if relevant;
- E. Any relevant support materials;
- F. Proposed staffing structure and key personnel (CV's of lead personnel);
- G. Any proposed modifications to equipment or space provided;
- H. Proposed timeline for alcohol permit
- I. Proof of Insurance
- J. Brief business plan highlighting expected gross income;
- K. Any additional relevant information.

Appendix C: Evaluation Methodology

WEIGHT	SCORING	DESCRIPTION
20%	Business Operations	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
20%	Culinary Experience	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
20%	Catering Experience	Has experience catering large scale events up to 1000+ people Demonstrates plan for staffing Ability to respond to short notice catering requests
20%	Management	Personal Interview Willingness to be a true partner to the Ski area
20%	Visitor Experience (Hospitality)	Demonstrates outstanding hospitality in accordance with Rainbow's mission. Emphasis on hospitality training with staff Customer service expertise in all areas

Appendix D: Sample Contract

Service Agreement

Date: XX/XX/2022

1. Parties

1.1 Rainbow Sports Club Incorporated ("RSCI")

1.2 XXXXX ("the Operator")

2. Background

2.1 This Agreement sets out the terms and conditions for the operation of the Rainbow Café.

2.2 Definitions — the terms "the Field" and "the Ski Field" refer to the field that is operated under the Department of Conservation Licence by RSCI, and generally known as "Rainbow Ski Area". The Mountain Manager is the person appointed by RSCI to manage the Field on behalf of RSCI.

2.3 Services to be provided by the Operator under this Agreement — general description a. To provide a food and beverage service (" the Café") to the patrons of the field, including non-participating visitors.

3. Terms of the Agreement

3.1 Unless terminated earlier this Agreement shall remain in force during the 2022 winter season.

3.2 The services covered by this Agreement shall be provided by the Operator from the 09/07/2022 to the end of the 2022 winter season.

a. It is anticipated that the field will be 7 days a week during the winter season. RSCI gives no guarantee on dates or days the Ski Field will be open.

b. RSCI shall consult with the Operator in the decision-making process for the end of the winter season.

c. The opening schedule of the Ski Field may be varied (increased or decreased) at the sole discretion of RSCI provided that RSCI will consult with the Operator making such changes.

3.3 This Agreement is personal to the Operator and is not transferable to any other party without the prior written consent of RSCI.

4. Line of Responsibility

4.1 The Mountain Manager of RSCI will be the Operator's primary point of contact. During the season, the Mountain Manager has authority over all field operations should the need arise, including the Café. From time-to-time, a subordinate – the Customer Service Team Leader will be delegated the responsibility of making decisions as to field closure, and other day-to-day operating matters.

4.2 The Operator will follow all reasonable directions from the Mountain Manager.

5. Particular Terms

5.1 Occupancy Rights

a. The Operator shall have sole occupancy rights for the kitchen, chiller/freezer, and serving area (that includes an area big enough for customers to queue for service) during the term of this Agreement.



b. Both parties will be entitled to non-exclusive use of the public seating area of the A frame and Portacom extensions (i.e. excluding the kitchen, chiller/freezer and serving area) for the benefit of all Rainbow customers. The Operator acknowledges that the public seating area is to be available for the use of all Rainbow customers and that a welcoming environment for all Rainbow customers is to be maintained at all times.

c. Rainbow acknowledges that access to the public seating area by the Operator's customers is a key success factor for the Operator's business and will endeavour to ensure free access for these customers to this area at all times.

5.2 The Operator shall have the right to serve food and beverages in the designated public seating areas defined in clause 5.1(b) and also the outside patio area adjacent to the Café.

5.3 The Operator may serve food in other areas of the Field for specific events with the prior approval of the Mountain Manager. This is to consider possible special events run on the Field that the Operator may want to take advantage of.

5.4 Apart from the Operators exclusive use of the Kitchen, chiller/freezer and serving area RSCI shall be entitled to sell or agree to any other person to sell food and beverage services anywhere else on the ski field.

6. Base Commission

6.1 The Operator shall pay RSCI a commission of 20% of each fortnight gross revenue of the Operator by the 5th day of the following fortnight by direct debit into the RSCI's bank account.

6.2 The Operator shall supply a letter signed by their chartered accountant no later than 1st of November following the season which certifies the amount of gross revenue returned by the Café operation for the season.

6.3 If the Operator defaults in payment of the commission on the due date then the Operator shall pay RSCI interest at 12% on the moneys unpaid from the due date for payment to the date of payment.

7. Provision of Services/obligations and Share of Costs

7.1 RSCI shall provide

- reticulated water,
- electricity,
- sewage disposal,
- rubbish disposal,
- internet link (if required for Eftpos) and a shared phone line
- Cleaning of public areas (50% of the time)
- Water tests
- Storage of waste cooking oil (to be removed from the mountain by the Operator)

The Operator acknowledges that provision of these services is subject to risks due to the remote location of the Field and may be vulnerable to extreme weather conditions and equipment malfunction and therefore are not guaranteed.

7.2 The cost of provision of these services is included in the fortnightly base commission.

7.3 RSCI shall insure the buildings and all RSCI owned fittings and fixtures.

7.4 The Operator shall provide



- All stock
- All plans to run café
- All licences to run café
- To use RSCI partner products
- To remove from the mountain and dispose of waste cooking oil

7.5 The Operator shall insure their own equipment and hold public liability insurance of a minimum of \$2.0M and must satisfy RSCI that they have adequate cover.

8. Performance Requirements

8.1 The Café shall open for business every date that the Field is open for business.

8.2 The Café shall serve a range of hot and cold beverages each business day from 8.00am until 4.00pm.

8.3 In winter, the Operator shall comply with the RSCI tyre chains policy and requirements in the same way as other users of the access road.

8.4 The Operator shall obtain a valid Food Premises Licence from Marlborough District Council prior to the season opening date of each year.

8.5 The Operator shall comply with all legislation, regulations and by laws relating to the operation of the Café by the Operator. The Operator shall comply with all Health and Safety legislation and will take all reasonable practical steps to ensure the safety of everyone connected to the Café.

9. Termination

9.1 RSCI shall have the right to terminate this Agreement for non-compliance by the Operator with this agreement following 7 days' written notice of such non-compliance and the Operator failing to rectify such non-compliance before the expiry of such notice.

9.2 RSCI shall have the right to immediately suspend or terminate at RSCI's discretion this Agreement in the case of serious breaches of the terms of the Agreement or failure to comply with operations instructions of Field Management or the Field's health and safety rules where such breach or failure poses serious risk to any staff or customers.

10. Provision of Equipment

10.1 RSCI shall provide the large chillier, a freezer, benches and sinks, hot water system and serving counters.

10.2 The Operator shall provide all other kitchen equipment, kitchen implements, cutlery and crockery that they need.

10.3 The Operator shall provide point-of-sale equipment including EFTPOS terminal, food warmers, display cabinets, drink cabinets and dispensers.

10.4 RSCI shall provide the internet link for EFTPOS.

10.5 RSCI shall provide café tables, seats, and storage areas for the public seating area.

10.6 RSCI and the Operator shall respect and maintain all equipment and furniture including the other parties.

10.7 A list of each party's chattels shall be prepared and attached to the formal Agreement

11. Cleaning

11.1 The Operator shall be responsible for cleaning the areas of exclusive occupancy. RSCI and the Operator will be responsible for cleaning the public seating areas on a 50/50 share basis.

12. Name of the Café

12.1 RSCI retain naming rights. The Operator will have the right to advertise their personal names as operators of the named café within the café and public areas of the Field and also have the right to be included in any advertising of the café service that RSCI may undertake.

13. DOC Licence

13.1 The Operator acknowledges that RSCI DOC licence to operate at the Ski Field expired on the 30th November 2020. RSCI has applied for a 30-year concession from DOC as a replacement to the expired licence. At the date of this agreement RSCI concession application hasn't been determined by DOC.

13.2 The Parties acknowledge that RSCI currently have permission to operate the ski field from DOC under a month to month holding over arrangement based on the expired licence terms ("Holding over terms"). The Holding over terms maybe terminated by DOC on 20 working days notice.

13.3 The Operator agrees to comply with all requests and compliance requirements from RSCI in respect of the Holding over terms.

13.4 Notwithstanding anything else in this Agreement if the Holding over terms are terminated so that RSCI is unable to operate the Ski Field this Agreement will immediately terminate.

Signatures

Signed for and on behalf of Rainbow Sports Club Incorporated:

Committee Member Name: _____

Committee Member Signature: _____

Witness Name: _____

Witness Signature: _____

Date: _____

Signed for and on behalf of Rainbow Sports Club Incorporated:

Committee Member Name: _____

Committee Member Signature: _____

Witness Name: _____

Witness Signature: _____

Date: _____

Signed for and on behalf of the Operator:

Operator Name:

Operator Signature: _____

Witness Name: _____

Witness Signature: _____

Date: _____

Signed for and on behalf of the Operator:

Operator Name:

Operator Signature: _____

Witness Name: _____

Witness Signature: _____

Date: _____