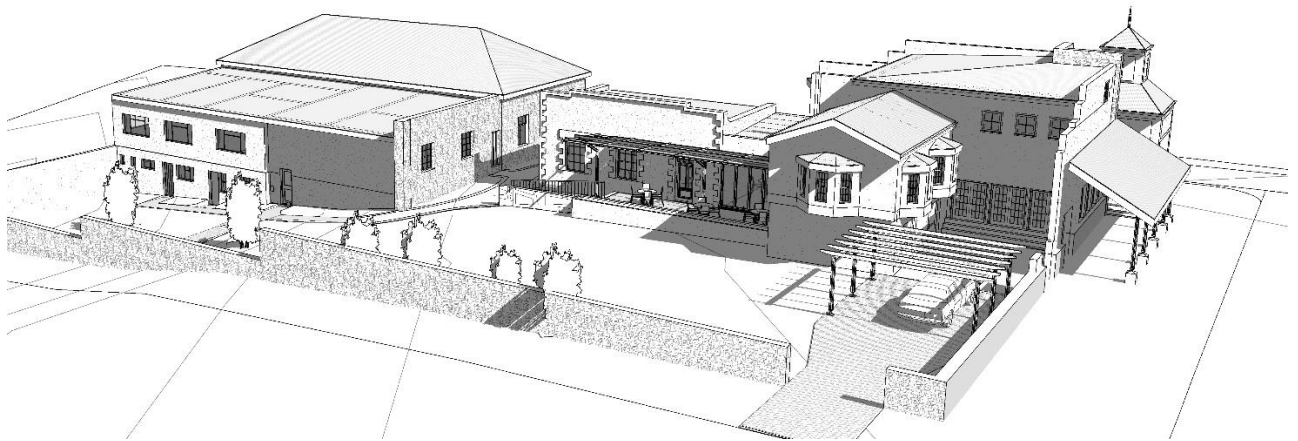




**Request for Proposals (RFP) for Food & Beverage Services
and or Retail Offering at The First Municipal Building in
Market Street leased by Mossel Bay Tourism from Mossel
Bay Municipality**



Contact Details:

Aneli Gerber

Mossel Bay Tourism

aneli@visitmosselbay.co.za

044 691 2202

Oral communication from Mossel Bay Tourism's (MBT) officers and employees, Mossel Bay Municipality (MT) council members, and/or contractors concerning this RFP shall not be binding on MBT and shall in no way excuse the bidder of obligations as outlined in the RFP. Only questions concerning the technical requirements of the RFP will be answered in writing.

GENERAL INFORMATION

1. Request for Proposals (RFP)

a. Mossel Bay Tourism (MBT) in releasing this RFP intends to award a contract for a period of one (1) year, with two (2) additional one (1) year options* for the purpose of providing food and beverage services and or a retail at the first Municipal Building in Market Street, Mossel Bay.

* Optional years shall be dependant on the extension of the lease agreement between Mossel Bay Tourism and Mossel Bay Municipality and will be considered at the sole discretion of MBT, based on satisfactory performance during the preceding one (1) year contract term.

b. MBT is exempt from Mossel Bay Municipality bidding requirements.

2. Bidder Responsibility

a. Read the documents very carefully, as MBT shall not be responsible for errors and omissions on the part of the bidder. Carefully review the final submittal as reviewers will not make interpretations or correct detected errors in calculations.

3. Delivery of Proposals

a. Proposals must be physically received prior to the closing time and at the place stated below, in the format specified below and as more particularly described further in the document. Failure to submit your proposal in a timely manner may result in an automatic rejection. Failure to meet any of the below requirements or any of those identified further in the document may result in a rejection, or a reduction in points during the scoring process.

b. Proposals submitted by fax or e-mail are unacceptable.

4. Contract Award

a. If a contract is awarded, it shall be granted to the responsible bidder who submits the proposal that receives the highest score. The decision of the Scoring Panel is final.

5. Key Dates

RFP Released Monday 24 May 2021

Proposals due no later than 2:00 p.m. on Friday 18 June 2021

Presentations / Interviews (if necessary) 23 – 25 June 2021

Notice of contract award to be communicated by Friday 25 June 2021

Proposed contract commences within 30 days of notice.

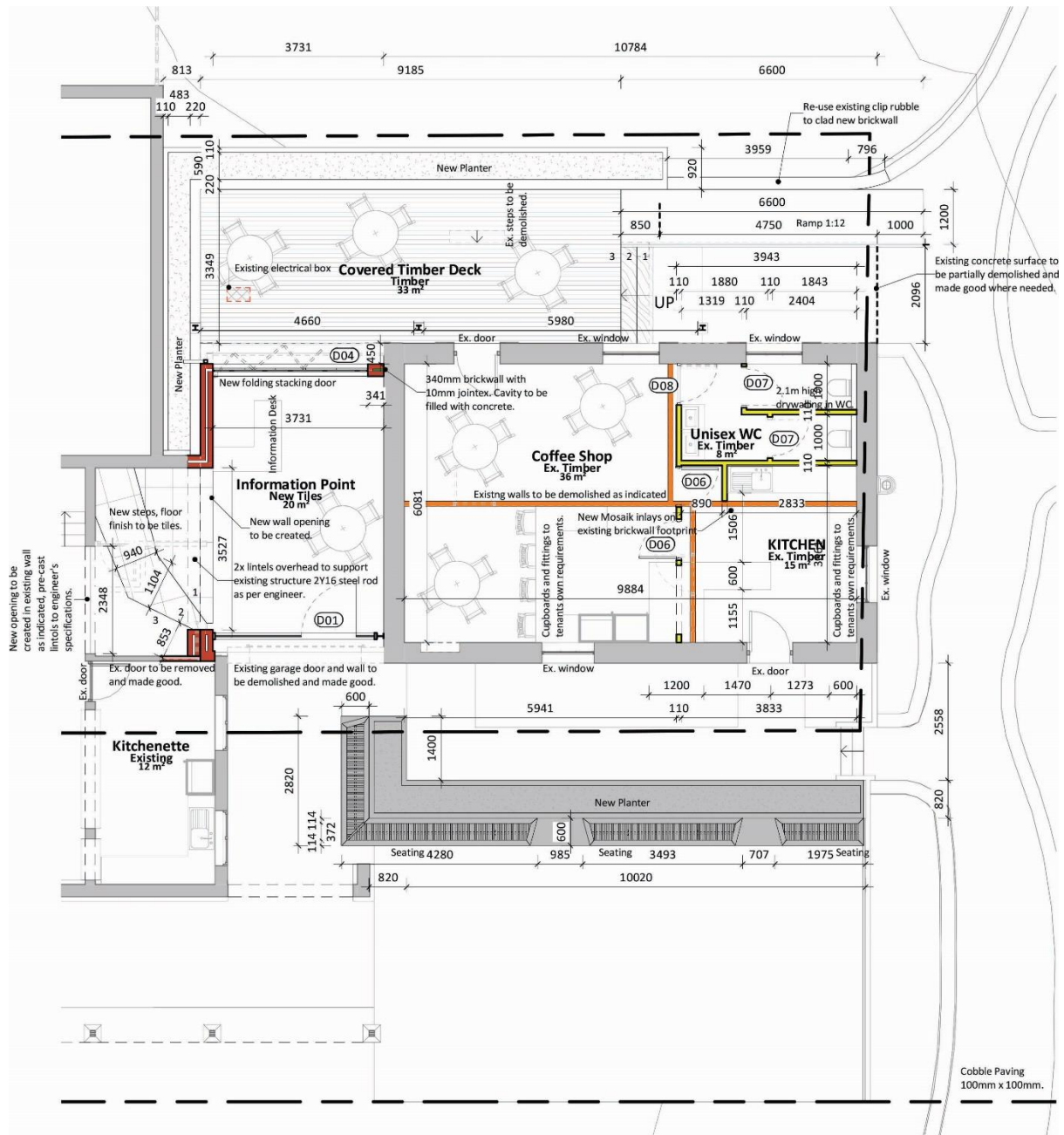
Mossel Bay Tourism retains the right not to award the space to any bidders should the proposals not meet the vision of the Board of Directors.

6. Bidder/Contractor Information Form

a. All bidders must include their contact information as well as a company information page in response to the RFP. Failure to comply will deem the bidder non-responsive. MBT reserves the right to verify all information supplied in the proposal document at the selection process or after.

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS

Footprint



The quality of the retail items or food and beverage items sold, the quality of client and customer service, and the quality of food and beverage presentation are matters of highest priority to MBT and are the essence of the Agreement.

The Contractor shall provide retail items and or food and beverages, for sale to the public at MB within the designated area. All contractual services shall be performed in the highest professional manner, and in accordance with the current industry standards. Unless the means or methods of performing a task are specified elsewhere in this document, the Contractor shall employ methods that are generally accepted and used by the industry.

1. Customer Service and Training

a. The Contractor must have established operational procedures and on-going training in providing efficient and effective service to customers. When applicable training must include training in food service and safe food-handling for employees.

2. Food and Beverage Service Standards (where applicable)

a. The Contractor shall have food and beverage preparation and service standards in effect that meet or exceed the following minimum standards:

- i. Food preparation and serving safety shall use industry's best practices and follow all regulatory guidelines for food preparation and serving.
- ii. Food presentation and appearance shall be appealing to customers.
- iii. Food servers shall always maintain a professional appearance. The Contractor shall provide uniforms and visible identification for its employees while working.
- iv. All serving, and condiment stands shall be always kept clean and immaculate.
- v. The Contractor shall provide on-site management during all business hours.
- vi. The Contractor shall provide ongoing training in food service and safe food-handling to its employees on a regular basis.
- vii. The Contractor must accept both cash and credit cards as payment methods.

3. Cultural Diversity and Special Events (where applicable)

a. Where at all possible it is the vision of the Board of directors that the contractor would prepare foods and beverages reflecting the cultural diversity of the greater Mossel Bay area to the greatest extent possible. It is the vision of MBT to provide visitors, particularly international tourists with a flair of traditional South African cuisine. Cuisine true to the greater Mossel Bay area's heritage must take preference.

4. Use and Promotion of Local Food and Beverage Products

a. The Contractor shall to its best efforts utilize Mossel Bay-based food and beverage products wherever feasible and available. Supporting local suppliers will contribute greatly towards the final decision of MBT.

5. Professional Conduct

a. The Contractor shall conduct its business in a competent, highly professional manner and in accordance with all South African laws and the highest industry standards. The Contractor shall

employ methods that are generally accepted and used in the industry. The Contractor shall pay all regulatory license fees that are required for operations at the premises.

6. Access for Inspections.

a. Contractor shall allow MBT and other regulatory agencies and their authorized representatives to access the Concession Area for purposes of inspection, construction, maintenance, repair, protection, or any other necessary activities related to the Concession anytime whether the Concession is open to the public.

7. Expenses

a. The Contractor shall bear, at its own expense, all costs of performing the work, including but not limited to labour, fees, licenses, insurance, taxes, and all consumables.

b. The Contractor shall provide all equipment, shop fittings and additionally required utilities to operate a food services at the outlet.

8. Contractor's Menus and Pricing (where applicable)

a. The Contractor may only sell retail goods approved by MBT. Retail goods offered may not be in any direct competition or of similar design to items sold at the Town's House or at MBT.

b. As part of the Bidder's proposal, the Contractor shall submit proposed menu items for concession service including items, portion sizes, and proposed prices for high season 2021.

c. Pricing must be competitive with similar facilities in the region but must also meet MBT's goal to provide value priced, high-quality products, service and presentation.

9. Periods of Operation

a. Concessions must be open for business during all MBT operational hours.

Monday to Friday 8:00 – 17:00

Saturdays & Public Holidays 9:00 – 14:00

Any other hours of operation will be for the discretion of the Contractor. Extended hours for peak Tourist seasons will be expected and must be communicated to MBT in advance.

10. Contractor and Contractor's Employees.

a. The Contractor shall be responsible to supply, schedule, and supervise its employees. Contractor's employees shall be well-trained and experienced in providing the service. The Contractor shall ensure staffing levels sufficient to meet customer needs at all the times the Concession is open to the public.

b. The Contractor shall ensure that the Contractor and its employees behave in a professional, courteous manner to all customers, vendors, and MBT staff. At the request of MBT, the Contractor shall immediately remove any employee exhibiting unprofessional manners, which includes, but is not limited to, the use of profanity, inappropriate clothing, and combative or aggressive behaviour.

c. The Contractor shall ensure its employees are always well-groomed with clothing in neat and clean condition. Clothing must be free of any form of advertising except that of the Concession or MBT. All employees shall wear name tags in a location on the uniform where the first name is visible to customers.

d. Smoking by the Contractor and /or Contractor's employees is only permitted in designated areas that must be out of public view and in compliance with South African law.

11. Janitorial and Trash Disposal.

a. The Contractor shall be solely responsible for janitorial maintenance and trash removal from preparation areas of the Contractor's primary use and within the boundaries of the Concession Areas. Trash placed in pre-designated areas by the Contractor's will be removed by MBM.

b. The Contractor shall participate in recycling or composting programs. Failure by Contractor to cooperate with recycling efforts may result in a Notice of Default.

c. The Contractor shall be solely responsible for removal and disposal of grease and oil, and any costs incurred.

12. Routine Maintenance of Concession Area

a. The Contractor shall perform those activities necessary to maintain all Concession areas in working condition and appearance that is acceptable to MBT, including but not limited to the following:

i. Contractor shall maintain the Concession areas in a clean and organized condition, free of debris, paper, and garbage.

ii. Public serving areas, including but not limited to counters, display cabinets, and portable condiment stations, will be modern, in good repair, and aesthetically pleasing.

iii. MBT shall engage and supervise exterminators at MBT's expense to assist contractor in managing vermin and pests in concession areas as is necessary. Contractor is ultimately responsible for controlling vermin and pests in concession area by keeping area clean, organised, and securing all access points.

iv. MBT shall determine acceptable performance levels relative to set-up, maintenance, and sanitary conditions. MBT reserves the right to inspect the Contractor's operation at any time and to stipulate additional measures as deemed necessary.

23. Equipment and Facilities.

a. The Contractor will be responsible for supplying all equipment, shop fittings and additional utilities not provided for necessary to provide food & beverage services at the concession area.

c. Parties will inspect the MBT facilities intended for the Contractor's use for the purposes of documenting the condition of the facilities, repairs to be completed by either party, and minor improvements to be completed by the Contractor. MBT will provide copies of the results of the inspection to the Contractor. The Parties will negotiate a timeline for completion of repairs and minor improvements.

d. Parties will identify and document those facilities and all equipment for which the Contractor has care, custody, and control.

24. Repairs a. Damage Caused by Contractor.

a. Contractor is responsible for 100% of the cost to repair any damage to MBT owned or Contractor-owned equipment and facilities that results from the negligent or intentional actions of Contractor.

25. Ordinary Repairs and Periodic or Scheduled Maintenance.

a. The Contractor is responsible for 100% of the cost of ordinary repairs and periodic or scheduled maintenance of MBT-owned or Contractor-owned equipment and Concession Areas. This includes, but is not limited to repairs to floors, walls, ceilings, plumbing, electrical, extraction systems, fat traps and other parts of the Concession Area facilities and systems that become damaged or worn because of Contractor's authorised activities under this Contract.

b. The Contractor shall keep records documenting all repairs, service, and maintenance, including associated costs. Contractor shall submit repair records to MBT immediately upon MBT's request.

c. The Contractor shall notify MBT regarding MBT -owned equipment that is unable to be repaired and to request replacement.

26. Alcoholic Beverages (where applicable)

a. The Contractor must, at its sole expense, secure and comply with all requirements for licensure by the Western Cape Liquor Authority, and exercise prudent, reasonable, and experienced judgment in the serving of alcoholic beverages. The ultimate responsibility for serving alcoholic beverages rests with the Contractor.

b. No alcoholic beverages other than beer and wine may be sold at the concession area.

c. The Concessionaire will discontinue all unlawful or unapproved alcoholic beverage sales if so, directed by MBT management or law enforcement.

d. If at any time during the Agreement the Concessionaire is not permitted to sell alcoholic beverages due to a lack of license, because its employees or agents had not exercised normal and reasonable precautionary measures to safeguard the privileges of the license, it will be considered a significant material breach of contract.

27. Emergency Procedures; Reporting.

a. The Contractor shall immediately contact MBT, or their designee, and emergency services, if appropriate, to report any incidents or situations that jeopardize public health or safety.

b. The Contractor shall contact MBT's representative as soon as it is practical to report any incidents or situations that result in damage to MBM property, damage to any personal property, or injury.

28. Restricted Activities.

a. The Contractor shall not engage in any of the activities set forth below without MBT's prior written permission;

i. Construction of any structure or modifications to, alterations to, improvements to, or relocation of any existing structures in the Concession Area. Any approved construction or

improvement will become the property of MBM/MBT upon contract termination unless otherwise approved by/ negotiated with MBT.

ii. Display of signs, advertising materials, notices, billboards, or other similar objects, outside of the Concession areas without prior written authorization by MBT.

iii. Handwritten or handmade signage is prohibited.

iv. No promotional umbrellas, banners, flags, or other marketing material from alcohol suppliers may be utilised by the Contractor or be on display in public or concession areas.

v. Advertisements on cups, t-shirts, caps, aprons, hats, table cards, menu boards, or other similar objects must promote only Contractor's food or beverages or MBT.

vi. The Contractor must notify MBT in writing prior to using products containing hazardous chemicals to which MBT employees or any other person may be exposed.

29. Food Quality. (where applicable)

Quality of food and beverage items sold, quality of client and customer service, and quality of food and beverage presentation are matters of highest priority to MBT and are the essence of the Agreement.

a. The use of Styrofoam products to serve food is prohibited in all circumstances.

b. Recyclable/biodegradable drinking cups, straws and food containers are preferred for recycling and sustainability purposes.

c. If water is available at the site, the Contractor must make water available at no cost to patrons.

d. Food Preparation, Serving, and Hygiene:

i. The Contractor must always comply with the Eden District Municipality (EDM) rules and regulations for food outlets. EDM will inspect concession sites and expect them to comply with district rules as well as the rules of the Western Cape Health Authority.

30. Utilities.

a. MBT will provide, at no cost to Contractor, water, as needed in the Concession Area to operate the Concession.

b. MBT's licensed electrician and plumber will provide all connections, including labour, supplies, and materials, at the Contractor's expense. Services provided by the MBT electrician and plumber must be approved by MBT and scheduled at least 3 working days in advance.

c. A prepaid meter is installed inside the concession area and will be for the Contractor's expense to recharge.

30. Storage.

a. MBT will not provide storage for the Contractor's supplies and materials. The Contractor is solely responsible for the security of its equipment, materials, supplies and all consumables.

31. Alternate Sources

a. MBT may obtain the specified Work from a source(s) other than the Contractor under the following circumstances: Work donated, for example as part of a sponsorship agreement; and Work purchased from an alternate source to meet an immediate need because Contractor is unable to provide the required work ordered by MBT in the quantities and within the timeframe requested.

32. Rental Fee

The Contractor shall pay MBT a monthly rental equal to the amount of R55.00 per square meter of the designated concession area excl. VAT.

92m² @ R5056 excl. VAT per month

An additional 20m² is available if required by the concessionaire at an additional R1100 per month excl. VAT.

33. Capital Contribution

a. The contractor will be responsible for any capital investment the concession area may require operating the proposed food & beverage area.

34. Insurance Requirements

a. The Contractor shall obtain at the Contractor's expense the insurance required for the content of the concession area and shall maintain it in full force and at its own expense throughout the duration of the Contract and all warranty periods. The Contractor shall obtain the required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in South Africa.

35. Security

a. MBT will provide a sectional alarm keypad and 24-hour monitored alarm service to the Contractor, free of charge. The concessionaire will be responsible for responding to calls from the control room and for security call outs pertaining to their section of the alarm.

ii. The Concessionaire is responsible for the day to day securing of food service, preparation, and storage areas so as to prevent unauthorized access, damage or loss.

REQUIRED SUBMITTAL

Submitted proposals shall include the following information.

a. Design Concepts: Bidders should include proposed design concepts for food service areas. Bidders must include graphic depictions of any equipment, décor, theme, or uniform, etc. that demonstrates the bidder's unique approach to this opportunity. Renderings or brochures of proposed food service areas, permanent stands, portable carts, equipment, décor, and uniforms are strongly encouraged.

- b. Marketing Plan: Provide the Concessionaire's marketing plan for soliciting and continuing to increase the sales of concessions and catering at MBT.
- c. Experience: Proposer must indicate, in detail, its experience in serving at food service facilities like MBT, or other comparable operations.
- d. A statement should accompany the financial statements indicating the source and amount of financing required to fulfil the terms and conditions of this Agreement or satisfactory evidence of the ability to perform the proposed services.
- d. A resume including client references and letters of recommendation of the experience, education, and performance record in the food service business of the proposed full-time Concession Manager for MBT.
- e. Proposed menu items for concession service including portion sizes, and proposed prices for the 2021 high season. Pricing must be competitive with similar facilities in the region but must also meet MBT's goal to provide value priced, high-quality products, service, and presentation.
- f. A detailed list of proposed food and beverage service equipment (other than mobile units) indicating whether they will be owned or rented by the Proposer.
- g. Provide a written description of all mobile units to be owned, rented, or utilised by the Contractor. With each description provide one colour photo or a professionally prepared colour rendering of unit. Describe the way the mobile units will be moved around the concession area.

EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to MBT's needs as described in this RFP. This part describes the process MBT will follow when evaluating and scoring proposals, and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Scoring Panel may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the Panel. The bidder cannot change proposals after the time and date designated for receipt.

1. Evaluation and Selection Process

- a. Following the deadline for receipt of proposals as stated in Part 5 (page2) each proposal will be examined to determine if:
 - i. Submittal (receipt) was by the deadline time and date; and
 - ii. The physical format requirements were met.

This is not a public review.

- b. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Scoring Panel for:
 - i. Review of the technical proposal,
 - ii. Confirmation that the information required is included and is presented in the format required by the RFP, and
 - iii. All required documentation is included and correct.

Proposals that do not present the information required in the format required may be rejected as nonresponsive. This is not a public review.

c. MBT reserves the right to verify any reference and employment experiences referenced or disclosed in this proposal or during interviews related to this proposal, or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification, or receipt of a low score.

d. The Committee will evaluate each proposal that meets the format requirements and assign points for the technical proposal.

This is not a public review.

e. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.

g. The contract award, if any will be made to the bidder with the highest final score. The decision of the Scoring Panel is final.

h. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Scoring Panel in the presence of authorized representatives of the tied bidders.

i. All bidders will be notified of the results.

2. Scoring Criteria and Items Scored

Proposers are advised that MBT intends to select the Concessionaire that it determines is responsive and responsible and will provide MBT with the highest quality products, most efficient services, best presentation, and highest revenues, based on the criteria set out below.

Selection of the proposed Concessionaire will be based upon the highest points awarded out of 100 points possible. To select the Concessionaire, MBT will consider the following categories, each weighted separately and adding up to a total of 100 points possible.

- a. Approach 30
 - i. Creativity reflected in the proposal for unique operational plans, service philosophy, points of sale, design concepts, menus, personnel training, uniforms, etc. ii. Evidence of an approach that will lead to a higher standard of food and beverage service with increased revenue, quality, presentation, and customer satisfaction for a growing facility. iii. Evaluation of the Proposer's maintenance and cleaning plans. iv. Evaluation of the Proposer's staffing charts and operational plans submitted addressing the three scenarios in Part VI. 12. (page 22)
- b. Management Experience 10
 - i. The experience, training, and past performance of those persons designated by the Proposer as management personnel. The experience, training, and past performance of those persons designated by the Proposer that manages or supervises the on-site Concession Manager.
- c. Previous Performance 20
 - i. The Proposer's previous performance at similar facilities, as reflected by contacts with representatives of those facilities by phone or mail which have been received or may be made by OSFEC. ii. Proposer's general reputation for performance and service in the facility and event industry.
- d. Financial Stability..... 10
 - i. Proposer's financial condition, including ability to provide required capital investments. e. Financial Proposal..... 30

4. MBT reserves the right, at its discretion:

- a. To reject proposals which contain omissions or otherwise fail to comply with these specifications.
- b. To reject all proposals when MBT reasonably determines that such a procedure would be in the best interest of MBT.
- c. To waive technical or insubstantial irregularities in the proposal of any Proposer, when not shown to have resulted in any unfair advantage to any Proposer.
- d. To reject proposals that contain any conditions and/or contingencies which, in MBT's judgment, make the proposal indefinite or incomplete.
- e. The decision of the Scoring Panel is final.