

Position Title: Arena Operator (Contractor)
Employer: Garson Community Rink Facility Inc.
Location: Garson, MB. RM of Brokenhead
Term: September 9, 2024, to March 31, 2025

The Opportunity

The Garson Community Rink Facility Inc. is looking for an independent contractor to fill the role of Arena Operator for the 2024/2025 season.

Scope of Work

- The Contractor will be responsible for installing the arena ice prior to the start of the season and removing the ice at the end of the season.
- The Contractor will ensure the interior and exterior of the arena facility including entrances and exits, viewing areas, washrooms, dressing rooms, canteen, ice surface, and ice plant are maintained to an acceptable industry standard at all times.
- The Contractor will direct user groups to the Rental Scheduler before and during the season and coordinate with the Scheduler to update the online schedule as required.
- The Contractor will respond to telephone inquiries and will consult the online schedule as required for operational purposes.
- The Contractor will provide high levels of customer service and appropriate resolution of issues as they arise, consulting with the Board when required.
- The Contractor must ensure that all parties/renters execute the proper ice rental agreements and paperwork.
- The Contractor shall maintain and provide detailed records to be submitted for billing on a regular basis, ensuring all records regarding scheduling, bookings, and payments are detailed and complete.
- The Contractor shall prepare monthly user rental invoices and ensure all payment of deposits and invoices are provided to the Treasurer.
- The Contractor will operate, staff, and maintain inventory for the canteen. They will maintain and provide detailed records to be submitted for reimbursement of canteen staff wages.
- The Contractor will ensure facility staff are available at all required times to perform and provide ice maintenance, canteen operations, and cleaning services.
- The Contractor will complete monthly visual fire extinguisher inspections.

The Hours of Work shall include:

- Ice rental hours are typically represented as weekday evenings, full days and evenings on weekends, and occasional out-of-scope hours for holidays, school in-service days, and tournaments, approximately:
 - 3:30pm to 11:00pm weekdays, subject to ice rental schedule.
 - 8:00am to 11:00pm weekends, subject to ice rental schedule.
- Arena booking dates for the 2024/2025 season are September 23, 2024, to March 16, 2025, and are subject to change based on demand.
- The Contractor is required to attend the Arena:
 - Forty-five (45) minutes prior to the first ice rental,
 - Thirty (30) minutes after the end of the last ice rental, and
 - As required to perform Arena Operator duties.
- For reference, during the 2023/2024 season, a total of approximately 1500 working hours were required.

Requirements

- Experience overseeing the operations of an arena including maintaining an ice surface preferred.
- Experience operating and maintaining a Zamboni ice resurfer and geothermal ice plant preferred.
- Refrigeration Operator ticket is an asset.
- The Contractor represents and warrants that they have the necessary qualifications, skills, and training to perform the services in accordance with the Garson Arena's standards.
- Must demonstrate computer proficiency, organizational skills and ensure arena operations are run in an efficient manner including staff scheduling, inventory control, and record keeping.
- Must present self in a professional and respectful manner while interacting with customers and vendors and as a representative of the Garson Arena.
- Must demonstrate safe work habits for both self and monitor safe work habits of those employees working in the facility.
- The Contractor shall be required to maintain a policy of general liability insurance, and to provide a certified copy of the policy to Garson Arena Board, with coverage limits not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, of insurance and all renewals thereof.
- The Contractor shall have and maintain in good standing a Workers Compensation account with the Workers Compensation Board of Manitoba and provide the Garson Arena with evidence of registration and good standing upon demand.
- Maintaining a valid driver's license is required at all times of employment.

Price Submission

Rates quoted by the bidder shall be all-inclusive and shall reflect all labour costs including arena operator(s), cleaning staff, insurance coverage, and any fees or other charges required by law, and exclusive of canteen staff wages. The bid price will represent the entire cost of the Contractor to the Garson Community Rink Facility Inc. Notwithstanding the generality of the foregoing, bidders shall include in the bid price, sufficient amounts to cover the costs of all work included in or required for seasonal arena operations.

The Contractor will be responsible for providing the necessary tools, materials, and equipment and for all incidental expenses required to carry out the duties of the arena operator, except for the following which shall be reimbursed by the Garson Arena: cleaning supplies, fuel, oil, administrative items, mileage for picking up arena supplies, out-of-pocket expenses related to the operation of the facility, and miscellaneous small maintenance items.

The Garson Arena will supply all large and power activated tools, power activated equipment and hand tools. The Garson Arena will pay all utility costs, operational, and maintenance expenses of the Garson Arena. The Garson Arena will pay all canteen supply and product expenses. The Garson Arena will pay all canteen staff wages as a reimbursable expense to the Contractor.

Payments to the Contractor shall be made without deduction at source by the Garson Arena for the purpose of withholding income tax, Employment Insurance payments or Canada Pension Plan contributions or remittances of a similar nature.

The Contractor shall be solely responsible for any required deductions and remittances from the Fees for income tax, Employment Insurance, or Canada Pension. If required to collect and remit Goods & Services Tax ("GST") or Retail Sales Tax ("RST") for the Services, the Contractor agrees they are solely responsible for such collection and remittance to the appropriate governmental agencies and that they are registered for GST and/or RST.

The Contractor shall be fully responsible for the Contractor's Personnel. Garson Arena shall have no liability or responsibility for withholding or remitting any income, payroll or other federal or provincial taxes, including Employment Insurance remittances, and Canada Pension Plan Contributions for the Contractor's Personnel. The Contractor is responsible for these withholding and remitting obligations.

Rights & Reservations

Garson Community Rink Facility Inc:

- (i) Reserves the right to reject any or all bids.
- (ii) May not accept the lowest price or any bid and may, at its sole discretion, accept any bid that is deemed to be most beneficial to the Garson Community Rink Facility Inc.
- (iii) Reserves the right to waive informalities, irregularities, technicalities, and minor noncompliance.
- (iv) May cancel this tender at any time prior to or after closing.
- (v) Reserves the right to accept a bid in total or in part or to accept some or all options listed.
- (vi) Reserves the right, in the event that only one bid is received, to terminate this tender process.
- (vii) May reject any bid that is unsigned, improperly signed, not sealed, conditional, illegible, contains arithmetical errors, erasures, or irregularities of any kind.
- (viii) Reserves the right to change the Scope of Work and retender the project or negotiate the Scope of Work, or a portion thereof, if Garson Community Rink Facility Inc. does not receive a substantially compliant bid within Garson Community Rink Facility Inc.'s budget.
- (ix) Reserves the right to reject any bids submitted by a bidder who has previously defaulted on a tender or otherwise failed to complete a contract with Garson Community Rink Facility Inc.
- (x) Reserves the right to consider its legal position and risk associated with entering into a contract with a party that Garson Community Rink Facility Inc. is in litigation with or has a history of unsatisfactory performance.

Alterations to Bid Schedule and Withdrawal of Bid Selection

A bid may be altered by submitting another proposal at any time, up to the specified time and date of closing. The last bid form received will supersede any bid forms that were previously submitted.

Bids may be withdrawn without penalty at any time prior to the submission deadline. This request must come in writing, and signed by the Contractor, with their contact information. Bidders who withdraw their bids after the deadline of submission shall be liable to the Garson Community Rink Facility Inc. for breach of contract.

Costs of Preparation and Limitation of Liability

All costs incurred by the bidder in the preparation and submission of their tender will be at their own expense. Garson Community Rink Facility Inc. will not be liable to any bidder for any claims, whether for costs, expenses, losses, or damages, or for loss of anticipated profits, incurred by the bidder in preparing and submitting their tender or participating in this tender process.

Default of Bidder

If the successful bidder fails or refuses to enter into the contract, then such failure or refusal will be deemed to be a refusal by the successful bidder to enter into the contract and Garson Community Rink Facility Inc. may, on written notice to the successful bidder, award the contract to another party.

How to Apply

The Contractor will be responsible to submit a Fee for Service bid representing the entire cost of operations including applicable taxes and fees.

The bid should identify and include information about the bidder's experience and qualifications related to providing the required services.

Please submit your proposal electronically in PDF format to the below email address no later than the proposal submission deadline, clearly marked *Arena Operator (Contractor), Garson Community Rink Facility Inc.*

Attention: Kristopher Maranchuk
Mail: PO Box 330, Garson, MB. R0E 0R0
Email: garsonarenamb@gmail.com
Telephone: 204-268-3312

For more information, contact Kristopher Maranchuk at 204-268-3312 or email garsonarenamb@gmail.com.

Submission Deadline

Bids will be accepted until the submission deadline of 4:00 pm on July 19, 2024.

Notice of Award

Garson Community Rink Facility Inc. will provide notice of award in writing to the successful bidder on or before August 2, 2024.

We thank you for applying, however, only those selected to continue in the bid process will be contacted.