

REQUEST FOR PROPOSAL

OFFICIAL LOCAL NIAGARA CRAFT CIDER PARTNER - MERIDIAN CENTRE

POURING RIGHTS PARTNERSHIP

MERIDIAN CENTRE
1 DAVID S HOWES WAY
St. CATHARINES, ON

August 4, 2022



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1. INTRODUCTION

The Meridian Centre is requesting proposals from a qualified provider interested in performing all services necessary to develop and implement the craft cider category within the Meridian Centre venue.

1.1. OBJECTIVES

This RFP is intended to secure one (1) local partner in the Local Craft Cider Category with regards to both supply, marketing rights and craft cider category. As part of the Meridian Centre's priority to provide an authentic local experience to attendees, the successful proponent will need to demonstrate a SKU mix that is complimentary with Molson Coors - the Meridian Centre's Beer Sponsor. The agreement will consist of a two (2) year term and will commence September 15, 2022

- i. Supply: the successful proponent will be required to provide enough supply of cider to adequately service the varied event schedule of the Meridian Centre. A typical event schedule includes 34 hockey games, 10 basketball games, and approximately 15- 20 live entertainment events throughout the year.
- ii. Preferred licensee pricing for product is considered an asset.
- iii. **Marketing Rights**: the successful proponent will be interested in investing in a strategic marketing alliance that will enhance the guest experience. Submissions that include the following will be reviewed favorably:
 - Cash investment
 - Commitment to marketing activity that enhances the Meridian Centre operations in the form of promotions, collateral materials, product and community projects around the partnership, and royalty arrangements for on-site sales
 - Commitment to relevant and branded premiums which augment the attendee experience, e.g., consumer contest prizing

Our goal is simple: to enhance our patrons' experience and partner with brands whose missions are aligned with reaching a diverse audience while understanding that the exposure to hundreds of thousands of people is a unique marketing opportunity to help stimulate mutual growth. As a result, the Meridian Centre will form a strong business alliance with the selected local Craft Cider with the expectation of delivering a quality product and outstanding guest experience.

2. ORGANIZATIONAL INFORMATION

2.1. MERIDIAN CENTRE

Managed by ASM Global, the leader in global facility management, the Meridian Centre is the premier location for entertainment in the Niagara Region. Opened in 2014, the 160,000 square foot arena is comprised of 5,300 seats and is located in the 12th largest CMA nationally. With 1.86 million people located within 30 minutes of St. Catharines, the Meridian Centre has successfully attracted a wide variety of renowned sporting events, concerts, and performances to the Niagara Region. Capturing the hearts of a diverse population, the venue has hosted artists and athletes of all calibers including Jerry Seinfeld, Elton John, Bryan Adams, Jeff Dunham, Cirque du Soleil, the World-Famous Harlem Globetrotters, the U18 Women's World Hockey Championship, the prestigious Scotties Tournament of Hearts, and FIBA U18 Americas Championships, The Canada Summer Games Opening Ceremony and



Men's and Women's basketball. Recurring events include OHL hockey with the Niagara IceDogs team and CEBL basketball with the Niagara River Lions. With an avid fan base of weekly visitors, the Meridian Centre continues to offer an extraordinary experience in both entertainment and hospitality. Taking great pride in offering the best possible quality of hospitality with a focus on Niagara-centric delights, we are eager to take the next step in bringing local Niagara Craft products to the venue.

2.2. ASM Global

ASM Global is the world's leading producer of entertainment experiences. It is the global leader in venue and event strategy and management—delivering locally tailored solutions and cutting-edge technologies to achieve maximum results for venue owners. The company's elite venue network spans five continents, with a portfolio of more than 350 of the world's most prestigious arenas, stadiums, convention and exhibition centers, and performing arts venues. Connect with us on LinkedIn, Facebook, Instagram and Twitter. Visit www.asmglobal.com for more information.

2.2.1 CORPORATE STRUCTURE

SMG ULC is a party to a certain management agreement (the "Management Agreement") dated as of May 20, 2013, with the Corporation of the City of St. Catharines (the "Owner"), whereby SMG Canada ULC operating as ASM Global ("Agent" or "Licensor") has been retained to act as Owner's managing agent in respect of a facility commonly known as MERIDIAN CENTRE (the "Facility" or "Centre"), located at 1 David S Howes Way, St. Catharines, Ontario, L2R 0B3 which is owned by the Owner. Pursuant to the Management Agreement, SMG Canada ULC has the express authority to enter into agreements on Owner's behalf relating to the Facility.

3. RFP PROCESS

ASM Global, the management company responsible for the daily operation of the Meridian Centre will administer the RFP process and final selections.



3.1. KEY INFORMATION

Key Information for the RFP Process	
Contact Officer	Brodie Langford, Director of Food & Beverage
Method to Submit Proposal	Email: <u>blangford@meridiancentre.com</u>
RFP Additional Information Requests Concludes	Friday, August 19, 2022
RFP Submissions Due	Friday, September 2, 2022
Drop off your chosen product to the Meridian Centre attn: Brodie Langford so we can chill prior to sampling	Between August 29 and September 2
RFP Selection Process	Tuesday, Sept 6, 2022 – Wednesday, Sept 7, 2022
Selection of Preferred Proponent and Alternate Proponent	Friday, September 9, 2022

3.2. RFP SUBMISSIONS

The purpose of this RFP is to select a Preferred Proponent to negotiate, finalize, and sign the Craft Cider Pouring Rights Agreement (CCPRA) for the provision of the scope of services required.

- i. RFP Submissions must be received by the MERIDIAN CENTRE in writing, via email only, to the Contact Officer with "Meridian Centre Craft Cider Pouring Rights RFP Submission" in the subject line no later than 4:00 PM on Friday September 2. 2022. RFP Submissions received after that time will not be considered.
- ii. RFP Proponents will be required to represent and warrant that the information contained in their RFP Submission remains valid, accurate, and complete for the period of the RFP Submission, evaluation and CBPR negotiations. In the event of any material changes to the information contained in the RFP Submission, the RFP Proponent will advise the RFP to contact them immediately in writing, detailing such changes.
- iii. RFP Proponents will receive confirmation of receipt of their RFP Submission via email.
- iv. RFP Submissions delivered in any other manner to the Meridian Centre will not be accepted. Supplementary information included in the submission that was not asked for as set out in this RFP will not be considered in the evaluation of the RFP Submissions.
- v. Drop off your chosen product (4 cans of each product) (maximum 2 different products) to the Meridian Centre attn: Brodie Langford so we can chill prior to sampling between noon and 4pm at the Meridian Centre Box Office between August 29th and September 2, 2022



3.3. REQUESTS FOR ADDITIONAL INFORMATION

RFP Proponents should make every effort to obtain any clarification they may require allowing themselves to deliver a viable RFP Submission. To ensure that all RFP Proponents receive equal information:

- i. Requests for additional information or requests concerning this RFP are to be received in writing via e-mail no later than 3:00 PM on Friday August 19, 2022, to the Contact Officer.
- ii. The request and response to material inquiries will be communicated in a timely manner to all RFP proponents by way of an addendum issued by the Contact Officer, via email between the dates of Tuesday August 23, 2022, to Friday August 26th, 2022, only. Answers will be posted to all questions on the Meridian Centre Website under RFP section.
- iii. All material questions, as determined by the Contact Officer in their unqualified sole, absolute, unfettered and subjective discretion, and responses, will be distributed to all RFP Proponents, without identifying the originator of the question.
- iv. Questions submitted to anyone other than the Contact Officer will not be answered. RFP Proponents must not make oral inquiries associated with this RFP. The Meridian Centre, through written addendum only, may alter this RFP.

4. CONTRACT REQUIREMENTS

The Meridian Centre is seeking a relationship with a RFP Proponent who will provide Craft Cider Pouring Rights as outlined below.

4.1. SCOPE OF SERVICES REQUIRED

The RFP Proponent must have the ability to meet the volume of business and general business parameters as detailed below.

4.1.1.CIDER VOLUME

- i. Estimated sales and volume required would require minimum of Ten (10) cases of twenty-four (24) can units (473 ml) of the same draft brand delivered weekly to the Meridian Centre. NOTE: The variety and quantity of craft cider sales and its vendors is new to our scope of business, volume indicated is an estimate only based on business acumen.
- ii. Customer preference and selection of particular brands may increase or decrease the volume estimate greatly. Proponents should be flexible and able to supply more or less volume as the program unveils and develops, these parameters are for information purposes only and is not a guarantee of any kind with respect to future gross revenues.
- iii. One Primary, packaged 473ml Product to be served throughout the Venue and the occasional packaged 473ml Product to be served Seasonally in targeted locations in the Venue
- iv. Packaged / canned products will be served at all points of sale throughout the Meridian Centre as



determined by business and/or event needs.

4.1.2. EQUIPMENT

4.1.3. PRICING

i. Competitive licensee price for cans (473 ml)

4.1.4. DELIVERY

- i. Timely delivery of product is required, and storage areas are not available.
- ii. Working closely with the Food and Beverage Managers & warehousing department is necessary.
- iii. Midweek WEEKLY deliveries are necessary as the majority of Weekly Events happen Thursday Sunday

4.2. LENGTH OF AGREEMENT

The Successful Proponent is expected to enter into a CCPRA for a term of two (2) years.

4.3. MARKETING FEE

The RFP Proponent will propose an initial marketing fee to the Meridian Centre. The marketing fee will be an annual fee payable upon the execution the CCPRA. This fee will contribute to equipment, marketing and establishing visibility of local craft products at the venue

4.4. PREFERRED SERVICE PROVIDER STATUS BENEFITS

Listed below are some of the benefits that will be made available to the Meridian Centre's Official Craft Cider Partner. These benefits extend to all promoted events except for Niagara IceDogs hockey games.

- i. PREFERRED STATUS: Sponsorship will have preferred status in the sponsor's category of "Local Craft Cider" product, with a maximum of one (1) Local Craft Cider providers.
- ii. USE OF THE FACILITY: The sponsor shall have access to the rental of meeting rooms within the facility at no charge, based on availability.
- iii. EVENT ON SALE AND PRESALE OPPORTUNITES: Access to any ticketed events, where promoters allow pre-sales ticket sales, will be offered to proponents.
- iv. MERIDIAN CENTRE SPACE: Provision of one (1) hour of free ice time as well as use of Meridian Centre spaces for company use up to three (3) times per year. Use of the space will be free of charge and based on availability. Additional food orders and any operational costs that may occur



while using this space will be charged to the Proponent.

4.5. REQUIRED INFORMATION FOR THE RFP PROPONENT

The RFP for the Meridian Centre's Craft Cider Pouring Rights is an invitation to submit a description of products meeting the requirements of this RFP.

The Meridian Centre will examine the RFP Submissions and evaluate, among other aspects:

- i. The completeness of each RFP Submission
- ii. The RFP Proponents' experience and qualifications, and their compliance with the requirements stated herein
- iii. The financial commitment offered by the Proponent.

4.6. QUALIFYING EVALUATION CRITERIA

It is the Meridian Centre's intention to select one (1) Preferred Proponent that is qualified and who has met the mandatory requirements and will be evaluated by the criteria herein.

- i. RFP Proponents are asked to provide descriptions, information, evidence and references from other contracts that will demonstrate qualifications and help the Meridian Centre evaluate against the criteria outlined in this section.
- ii. Mandatory criteria must be satisfied entirely. Point-rated criteria will be assessed by the Meridian Centre and a score up to the maximum amount shown in the column to the right of the criteria description will be assigned. The point-rated criteria provide for a maximum of 100 points.

Note: A guideline of one (1) page (minimum font size of 12 points) is a general recommendation to meet this requirement for each criteria section.

4.6.1. CORPORATE STRUCTURE

	Criteria Cri	Mandatory	Point Rated
A.	The RFP Proponent must identify its ownership and structure. The		
	following must be provided:	Χ	10
	 Company name (including any parent or subsidiary companies), 		
	Company Address		
	 Main contact person(s) and contact details 		



4.6.2. PRODUCT CAPABILITY

	Criteria		Mandatory	Point Rated
В.	The RFP Pro	pponent must describe its overall vision of this RFP		10
	including:		Χ	
	•	Outline your recommended brand(s) & for this		
		partnership		
	•	If offer includes a co-branded/custom SKU, please outline		
		potential brand/style details and ideation on its		
		development		
C.	The RFP Pro	pponent must provide the following service standards:		
	•	Average product delivery cycle	Χ	10
	•	Average product delivery time after an order is placed		
	•	Average product delivery time on an urgent order		
D.	The RFP Pro	pponent should:		
	•	Outline the price and variety of products offered	X	10
	•	Outline the ability to provide 473 ml cans		
	•	Outline any rebate options on products purchased by the		
		Meridian Centre		

4.6.3. ELIGIBILITY AND BRAND REPUTATION

	Criteria Cri	Mandatory	Point Rated
E.	The following information must be provided to confirm that your organization has the geographical eligibility, reputation and experience for delivering outstanding product and customer experience in fast paced live entertainment venue with multiple, seasonal and concurrent events: • RFP Proponents must produce product or be located in the Niagara	х	30
	 Region; Evidence of past business accolades and include any industry awards in the advertising, sponsorship or marketing categories that the brand has earned or received Provide a summary of current market share, customer demographics, and key insights for your target market 		



4.6.4. FINANCIALS AND PARTNERSHIP RIGHTS

	Criteria	Mandatory	Point Rated
F.	 Any cash component to be paid to Meridian Centre, annual preferred payment, paid by Wednesday September 21, 2022 	х	30
	 Activation budget for the promotion and recognition of the offerings during Meridian Centre events. 		

4.6.5. SUMMARY

Summary of Key Criteria Point Allocations	Mandatory	Total Value Per Section
Corporate Structure (Section 4.6.1)	X	10
Product Capability (Section 4.6.2)	Х	30
Eligibility and Brand Reputation (Section 4.6.3)	X	30
Financials and Partnership Rights (Section 4.6.4)	Х	30
Total	х	100

5. GENERAL CONDITIONS

5.1. LEGAL RESTRICTION/CAUTIONS

The following conditions apply to this RFP:

- i. All contacts and inquiries must be through the RFP contact noted above at Section 3. No other member of the Meridian Centre can be contacted directly.
- ii. The Meridian Centre is not required to select any RFP Proponent.
- iii. The Meridian Centre reserves the right to request clarification from any or all RFP Proponents, however, it will not be required to request missing information from any RFP Submission that may cause the RFP Submission to be considered incomplete.



- iv. Labatt products will not be considered in this RFP.
- v. RFP Proponents acknowledge and agree the Meridian Centre will not be responsible, and RFP Proponents agree to indemnify and hold harmless Meridian Centre, for any costs, expenses, losses, damages (including damage or loss of anticipated profit) or liabilities incurred by any RFP Proponent as a result of, or arising out of, submitting a RFP Submission, the communication of any information contained in a RFP Submission or subsequent RFP Submission to any party, including the public, or due to the Meridian Centre acceptance or non-acceptance of any RFP Submission received.
- vi. The Meridian Centre makes no representations or warranties concerning the completeness or accuracy of the information contained in this RFP. RFP Proponents remain responsible for satisfying themselves as to the completeness and accuracy of all information.
- vii. Meridian Centre reserves the right to change all dates, schedules, deadlines, processes and requirements of the RFP from time to time without liability whatsoever.

5.2. DISQUALIFICATION

The Meridian Centre may, in its sole discretion, disqualify a RFP Proponent at any time during the RFP process if:

- i. The RFP Submission contains false information or the RFP Proponent, or any Proponent team member, misrepresents any information provided in the RFP Submission.
- ii. The RFP Proponent fails to submit, complete or fully execute one or more of the RFP requirements.
- iii. The RFP Submission reveals, in the sole opinion of the Meridian Centre, a conflict of interest of sufficient character to prejudice the RFP process.
- iv. The RFP Proponent has improperly contacted the people identified in Section 3; and
- v. The RFP Proponent, or any advisor/consultant to an RFP Proponent, contacts other potential RFP Proponents in order to lessen competition between RFP Proponents and deprive the Meridian Centre of a competitive and open process.

5.3. TERMINATION OF THE RFP

All RFP Proponents, by submitting an RFP Submission, are deemed to have acknowledged and accepted that the Meridian Centre is not obligated or required to complete the RFP process or select any Preferred Proponent or Alternate Proponent. The selection and final approval of the Successful Proponent, Alternate Proponent and CCPRA is subject to review and approval, in their sole, absolute, unfettered and subjective discretion, of the Meridian Centre.

All RFP Proponents, by submitting an RFP Submission, are deemed to have acknowledged and accepted that the Meridian Centre, at its sole absolute, unfettered and subjective discretion, may cancel or terminate the RFP process at any time without notice, penalty or any damages or liability whatsoever.



All RFP Proponents will be notified, in writing, if the RFP is cancelled or terminated.

5.4. AGREEMENT BY RFP PROPONENTS

Submission of a RFP Submission will mean the RFP Proponent agrees to comply with the RFP requirements and agrees to negotiate in good faith to finalize the terms of the CCPRA.

Proponents have undertaken due diligence and accept the characteristics and the objectives of the Meridian Centre.