



The Corporation of the Town of Petrolia

REQUEST FOR PROPOSAL (RFP) MOBILE CONCESSION VEHICLE “FRY TRUCK”

RFP – CS -02-2017

Issue Date: Friday, April 28, 2017

**Closing Date: Wednesday, May 10, 2017 @
2:00 pm**

Contact:

Dave Menzies, Director of Facilities and Community Services

Town of Petrolia

411 Greenfield Street Petrolia, ON N0N 1R0

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F: 519-882-3373

E: dmenzies@petrolia.ca

AODA Compliance: This document is available in alternative format

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**Town of Petrolia
411 Greenfield Street
Petrolia Ontario**

**THE CORPORATION OF THE TOWN OF PETROLIA
REQUEST FOR PROPOSAL
Mobile Concession Vehicle at Bridgeview Park
RFP-CS-02-2017**

SCOPE

BACKGROUND

The Town is interested in receiving proposals for a Seasonal Concession Operator for the location of 4301 Petrolia Line—South Side, BRIDGEVIEW PARK. The Town is seeking and will select a concessionaire that best demonstrates the ability to provide affordable, safe and reliable services to the residents of Petrolia and in particular, visitors and users of Bridgeview Park.

PROPOSAL SUBMISSION

This is a Request for Proposal only and not a tendering process.
Proposals received after the closing date and time will not be accepted.
The Town of Petrolia reserves the right to waive information in any Proposal, or reject any or all Proposals or to accept the proposal deemed most favourable in its interest.

Confidential Proposals with the words **MOBILE CONCESSION VEHICLE—BRIDGVIEW PARK** marked on the sealed envelope will be received at the Petrolia Municipal Office (Town Hall) 411 Greenfield Street, Petrolia, ON N0N 1R0 up to **2:00pm local time on Wednesday, May 10, 2017** for:

Three (3) Prime Season Terms—Bridgeview Park
Term 1: May 12, 2017—September 30, 2017
Term 2: May 1, 2018 – September 30, 2018
Term 3: May 1, 2019—September 30, 2019

Minimum Financial Proposal

There is a minimum requirement for this RFP of \$2000.00 per season.

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Closing Date:

Proposals will be received up to **2:00pm local time on Wednesday, May 10, 2017.**

Proposals received after the closing time will be rejected.

Proposals will be opened at 2:30 pm on Wednesday, May 10, 2017.

Proposal Submission Process:

Complete, sign and submit all RFP forms provided by the Town in the RFP Section 4 Proposal Questionnaire.

In order for the Town to evaluate a Proposal, the Proposer must completely answer each question.

Incomplete proposals, Proposals not on the forms supplied by the Town, electronically submitted Proposals and non-responsive proposals can not be evaluated and will be disqualified.

Please answer each question and explain your proposed service.

Questions shall be submitted in writing via fax to Dave Menzies 519.882.3373 or email dmenzies@petrolia.ca.

All questions must be submitted no later than May 5, 2017.

An official who is legally authorized to bind the organization must sign the Proposal on the Financial Page of the Proposal questionnaire.

A current Town of Petrolia Business Licence is required for anyone doing business on Town Property. Please provide a copy of a current Town of Petrolia business licence in your proposal or be prepared to obtain one before a permit is awarded.

Provide all references and materials required.

The Town will not add extra electrical services, or supply waste supply lines or waste drains at the site.

All proposals become property of the Town and are subject to the Municipal Freedom of Information and Protection Act; do not submit any material that can not be replaced.

1. Proposal Evaluation

Town staff will review the Proposals submitted. Interviews of the Proposers may be required to make a final recommendation.

Generally, if all Proposers offer sufficient references and experience the Proposer offering the highest concession fee and most appropriate services for the location will be awarded the term. The Town reserves the right to refuse any and all proposals.

2. Prior to Awarding:

Supply to the Town acceptable proof of insurance as per clause 17.

Supply the Town with a copy of current Public Health Licence. If this licence is pending, please provide information indicating that.

Supply the Town with a copy of a fire inspection that indicates a local Fire Department authority has reviewed the unit.

TERM OF LICENCE:

The licence outlined in this proposal is for three prime season terms with up to one (1) additional prime season term extension option.

Three (3) Prime Season Terms—Bridgeview Park

Term 1: May 12, 2017—September 30, 2017

Term 2: May 1, 2018 – September 30, 2018

Term 3: May 1, 2019—September 30, 2019

The contractor may make application to the Corporation of the Town of Petrolia within the last 30 days of the contract for an extension option of May 1, 2020 to September 30, 2020.

The Town of Petrolia reserves the right to accept or reject this application.

The contractor may make application to the Corporation of the Town of Petrolia to operate shoulder seasons on a monthly basis for the month of April and the month of October in each term year.

PART 2—GENERAL TERMS & CONDITIONS

1. This is a Request for Proposal ONLY

The Town is free to negotiate with any of the proponents and as a result of the negotiations process the Town is not required to treat all proponents equally. By submitting a proposal to the Town each Proponent represents and warrants to the Town that the information in its proposal is accurate.

2. Qualifications and Competency:

The Town reserves the right to reject Proposals from Proposers who are unable to provide evidence that they are capable of providing the necessary labour, equipment and financial arrangements for satisfactory performance. Evidence of such competency must be provided on the RFP.

3. Liability:

The Proposer shall ensure that the Town, its officers, agents and employees are saved harmless from any liability whatsoever arising out of the Proposer's performance or non-performance of the term of this Proposal.

4. Local Condition:

The Proposer shall by personal inspection examination or by any other means satisfy himself with respect to the local conditions to be encountered and practicability of the service.

5. Right to Cancel RFP and to Accept Proposals:

The Town is entitled to cancel this RFP at any time by addendum without liability for any loss, damage or cost incurred by any Proponent as a result of the cancellation.

In considering any delivered response to this RFP, the Town reserves the absolute and unfettered discretion to:

- Accept or reject any proposal that fails to comply with the requirements set out in the RFP
- Assess proposals as it sees fit, without in any way being obliged to select any proposal
- Assess and select proposals as it sees fit without being obliged in any way to select the proposal that offers the highest offer
- Determine whether any proposal satisfactorily meets the section criteria

- The right to require clarification after the dates and times set out above from any one or more of the Proponents in respect of proposals submitted
- The right to communicate with, meet with or negotiate with any one or more of the Proponents respecting their proposal or any aspects of the project
- Reject any or all proposals with or without cause for any reason

6. Ownership of Proposal

All responses to this RFP become property of the Town of Petrolia and may be included as part of any future contractual arrangement.

7. Proposers Expenses

Each prospective Proponent is solely responsible for the risk and cost of preparing and submitting its proposal.

8. Confidentiality

The Town is subject to the Freedom of Information and Protection of Privacy Act. The Act creates a right of access to records in the custody or under the control of the Town, subject to the specific exception in that right set out in the Act. The Town will receive all proposals submitted in confidence. In respect to the Act the Town can not guarantee that information contained in any proposal will remain confidential if a request for access is made under the act.

9. Waiver and Allocation of Risk

The Town accepts no responsibility or liability for the accuracy or completeness of this RFP including and schedules or appendices to it.

10. Special Provision:

Proponents who, either directly or indirectly through another corporation or entity have been or are in litigation, or who have served notice with intent to proceed with court action against the Town for any such reason are ineligible proponents.

11. Public Contact:

The Proposer and/or his employees shall not enter into any dispute with, and shall maintain a courteous relationship with the public.

12. Laws:

This RFP and any contract entered into between the Proposer and the Town of Petrolia will be governed by and in accordance with the by-laws of the Town of Petrolia. The Town of Petrolia reserves the right to cancel any such contract or agreement with or without cause by providing the contractor 30 days written notice. All fees paid to the town will be prorated and a refund agreed upon.

13. Permits, Notices, Laws & Rules

The Proposer shall have the ability to apply and pay for all necessary permits or leases required for the execution of the licence. The Proposer shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health. The Proposer shall be responsible for the safety of all employees and equipment associated with the outcome of this RFP in accordance with all applicable safety legislation pass by Federal, Provincial and Local Authorities governing safety. The Proposer shall be in full compliance of the Town of Petrolia's Municipal Code, Chapter 550, and Refreshment Vehicles. At no time shall the Proposer bring or make any type of legal claims against the Town of Petrolia. If, by doing so, the Proposer understands the term will be immediately terminated.

14. Compliance with WSIB

The Proposer shall ensure complete compliance on his/her part with the Workplace Safety Insurance Board and any regulations there under, especially all provisions of said act having to do with (but not limited to) the prevention of accidents, safe working conditions, proper sanitation and ventilation.

15. Protection of Property & Public

The Proposer shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Proposer shall protect the property immediately surrounding the location area from damage as a result of his operation and immediately report any damage observed during day to day operations.

16. Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the Proposer and incorporated in its proposal.

17. Insurance

The following insurance is to be purchased and maintained by the successful proponent: Public Liability & Property Damage with a limit of not less than **Two Million Dollars (\$2,000,000.00) inclusive**, per occurrence for bodily injury, death or damage to property, including loss of use of property in question. The contractor shall save and hold harmless the Town, its officers, agents, servants and employees from and against any and all suits or claims alleging damage or injury to any person or property that may occur or that may be alleged to have occurred in the course of the performance of this contract, whether such claims are made by the contractor's employee or a third party. The contractor at its own expense shall defend any and all such actions and pay all legal charges, costs and other expense arising there from.

The Town of Petrolia shall be named as an additional insured on the policy.

The contractor shall at the time the Proposal is approved, submit to the Town one copy of the insurance policies required under this article and shall also provide to the Town from time to time, proof that such policies are still in full force.

Equipment Insurance: it is understood and agreed that the Town, its officers, employees or agents shall not be liable for any loss or damage to the Contractor's equipment including loss of use thereof for any reason.

Automotive Insurance: With a limit of not less than **Two Million Dollars (\$2,000,000.00) of public liability** and property damage on all automotive equipment.

General Insurance Provisions

Before starting the work the contractor shall file with the Town, certificates of all insurance policies. These certificates shall clearly state the correct name associated with the submitted RFP as well as the proper location of all activities.

It is understood and agreed that the coverage provided by the contractor's policy will not be changed or amended in any way or cancelled during the operating season (or shoulder season).

The contractor may change insurance companies by providing the Town with written confirmation of his intent. No lapse in coverage will be permitted.

18. Accessibility for Ontarians With Disabilities Act, 2005 (AODA).

Third party contractors, consultants and service providers who deal with the public or other third parties on behalf of the Town of Petrolia, must comply with the Accessibility for Ontarians With Disabilities Act, 2005 (AODA).

In accordance with the requirements of Section 6 of the Accessibility Standards for Customer Service, O. Reg. 429/07 and Section 7 of the Integrated Accessibility

Standard, O. Reg. 191/11, contractors, consultants and service providers shall ensure that all of their employees, agents, volunteers or others who deal with members of the public or other third parties on behalf of the Township, or provide goods, services or facilities on behalf of the Township, receive all training about the provision of goods and services provided to people with disabilities.

PART 3 – TERMS OF REFERENCE – SITE

Site Location

The Seasonal Concession Vehicle will be located at 4301 Petrolia Line—South Side, BRIDGEVIEW PARK Petrolia Ontario. The vehicle shall be parked with the serving window facing north and stationed as close as possible to the hydro and water outlet located in the East end of the parking lot.

1. Site Description

- Gravel parking lot
- Grass area to the south of the vehicle
- Town owned picnic tables and waste receptacles
- Power Access: 2—20amp circuits, 4 plug ins
- Water Access: 1 regular outdoor valve

The contractor is responsible for supplying their own CSA approved electrical cords and approved water hose or potable water container and all necessary hook ups.

2. Restrictions

- The area will be used for a Seasonal Concession Vehicle only and no building or such unit shall be affixed or erected.
- No portable cooking equipment is permitted outside the vehicle unless under special approval from the Town, Health Unit and Fire Department.
- The Town will provide power and water to the site.
- No vending style machines shall be installed.
- No tobacco products or alcoholic beverages may be sold.
- Signs are allowed to be placed on the vehicle as well as an approved menu style board that must stay within 5 feet of the serving window. All other signage must be approved by the Town under any and all by-laws.

- Staff vehicle (if applicable) shall give way to customers and park a reasonable distance away.
- There is no overnight parking of the Seasonal Concession Vehicle unless special approval is obtained from the Town. It is agreed that the Town will not be held responsible for said vehicle at any time.
- The town will supply 2 trash receptacles within close proximity of the site.
- The contractor will be responsible for picking up any trash dropped within the site location by your customers. The contractor must keep the site neat and in tidy condition with all garbage being removed from the site at the end of each day.
- The Seasonal Concession Vehicle must be reasonable attractive in the sole opinion of the Town and must be well maintained.
- Styrofoam containers are not permitted.
- The site may not be sublet or assigned without the approval of the Town.
- This licence of land applies only to that part or portion of the described property upon which the Seasonal Concession Vehicle is located and no other. The land is owned by the St. Clair Region Conservation Authority and maintained and operated by the Town of Petrolia. Any agreements entered into by the contractor will not constitute ownership of said land where the Seasonal Concession Vehicle is located.

PART 4 – R F P – MOBILE CONCESSION VEHICLE – SUBMISSION (to be completed in full)

SUBMISSION OF RFP CS-01-2017

1. Legal name of organization, firm, individual or partnership submitting this proposal.	
Name:	
Contact Person:	
<input type="checkbox"/> Organization <input type="checkbox"/> Firm <input type="checkbox"/> Individual <input type="checkbox"/> Partnership	

2. Address of principal place of Business.	
Street #:	
Street Name:	
City:	
Province:	
Postal Code	

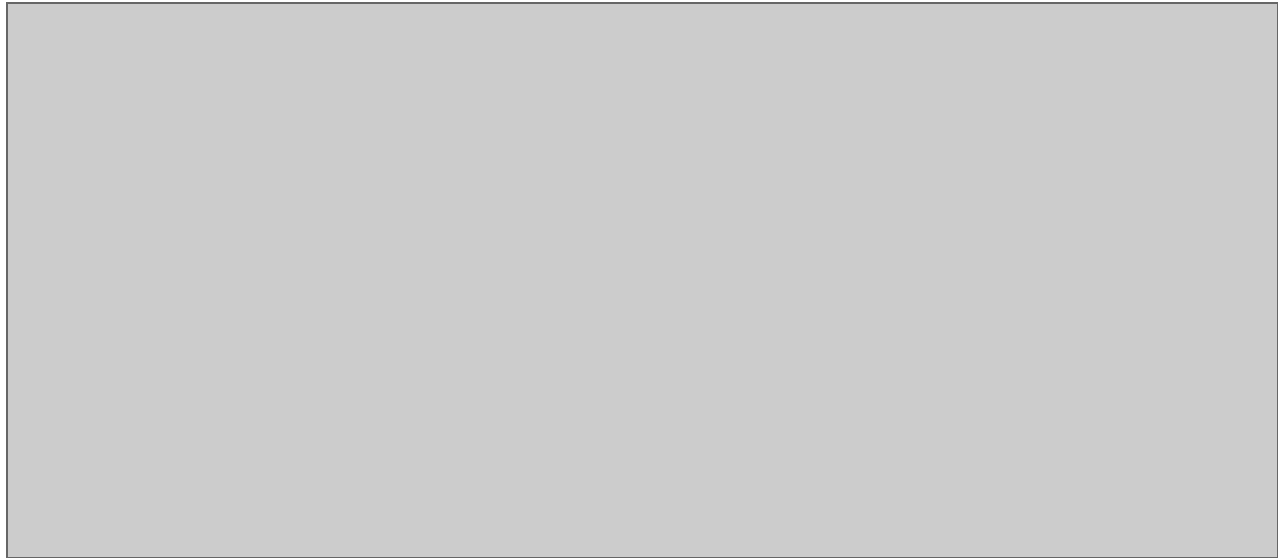
3. Primary Contact	
Name:	

Title:	
Phone:	Primary: _____ Cell: _____
Email:	
Address if different from above:	

4. Please indicate	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Charitable Organization	<input type="checkbox"/> Other-explain _____

5. Years in Business

6. Describe your menu and products



7. References	
	BUSINESS:
Name:	
Title:	
Phone:	Primary: _____ Cell: _____
Email:	
Address:	
	FINANCIAL:
Name:	
Title:	
Phone:	Primary: _____ Cell: _____
Email:	
Address:	

8. Do you have a Current Town of Petrolia Business Licence?

Yes No

If yes, please attach a photocopy of your business licence to your RFP.

If no, you will be required to obtain a **Petrolia Business Licence** prior to awarding.

9. Photo of Mobile Concession Vehicle

Please attach and include with the RFP submission a photo of your Mobile Concession Vehicle that will be used at Bridgeview Park.

10. FINANCIAL PROPOSAL

Base on your expert experience in the seasonal concession business and having

- 1) thoroughly read the enclosed RFP documents;
- 2) asked the Town any questions you may have about the terms, conditions and responsibilities described;
- 3) visited the proposed site;
- 4) sought legal and financial advice as needed;
- 5) researched the applicable laws, ordinances, statutes and regulations, you make the following firm and irrevocable offer to pay the Town of Petrolia to operate a **MOBILE CONCESSION VEHICLE**.

6) **Minimum Financial Proposal must reflect \$2000.00 per season**

Prime Season Term 1:	For the Fixed Period of May 12, 2017 to September 30, 2017 I submit an amount of _____ excluding HST
Prime Season Term 2:	For the Fixed Period of May 1, 2018 to September 30, 2018 I submit an amount of _____ excluding HST
Prime Season Term 3:	For the Fixed Period of May 1, 2019 to September 30, 2019 I submit an amount of _____ excluding HST

Authorization of Proposal	
Name:	
Title:	
Business Name:	
Phone:	Primary: _____ Cell: _____
Email:	
Signature:	
Date:	