



THE CORPORATION OF THE TOWN OF PETROLIA

REQUEST FOR PROPOSAL

~R F P~

CONCESSION OPERATOR

The Town is interested in receiving proposals for a Concession Operator for the location of 4065 Dufferin Avenue—GREENWOOD RECREATION CENTRE-Arena. The Town is seeking and will select an operator that best demonstrates the ability to provide affordable, safe, and reliable services to the residents of Petrolia and in particular, visitors and users of Greenwood Recreation Centre-Arena.

Confidential Proposals with the words **CONCESSION OPERATOR—ARENA** marked on the sealed envelope will be received at the Petrolia Municipal Office (Town Hall) 411 Greenfield Street, Petrolia, ON N0N 1R0 up to **2:00 pm local time on Monday, June 27, 2022** for:

Three (3) Prime Season Terms—Greenwood Recreation Centre-Arena

- | | |
|---------|--------------------------------|
| Term 1: | September 1, 2022—May 31, 2023 |
| Term 2: | September 1, 2023—May 31, 2024 |
| Term 3: | September 1, 2024—May 31, 2025 |

Further information may be obtained from the municipal office between 8:30-4:30, Monday to Friday.

This is a Request for Proposal only and not a tendering process.

Proposals received after the closing time will not be accepted.

The Town of Petrolia reserves the right to waive information in any proposal, reject any or all proposals or accept the proposal deemed most favourable in its interest.

Dave Menzies
Director of Community Services
Town of Petrolia

THE CORPORATION OF THE TOWN OF PETROLIA
CONTENTS—REQUEST FOR PROPOSAL

PART 1—GENERAL INFORMATION

1. Submission of Proposal:

Confidential Proposals with the words **CONCESSION OPERATOR—GREENWOOD RECREATION CENTRE-ARENA** marked on the sealed envelope will be received at the Petrolia Municipal Office (Town Hall) 411 Greenfield Street, Petrolia, ON N0N 1R0 up to **2:00 pm local time on Monday, June 27, 2022.**

2. Closing Date:

Proposals will be received up to **2:00 pm local time on Monday, June 27, 2022.**

Proposals received after the closing time will be rejected.

Proposals will be opened at 2:30 pm on Monday, June 27, 2022 and reviewed. A recommendation will be forwarded to Council at an upcoming Council meeting.

3. Term of Contract:

The contract outlined in this proposal is for three (3) season terms with up to one (1) additional 3 season term extension option.

Three (3) Prime Season Terms—Greenwood Recreation Centre-Arena

Term 1: September 1, 2022—May 31, 2023

Term 2: September 1, 2023—May 31, 2024

Term 3: September 1, 2024—May 31, 2025

The operator may make an application to the Corporation of the Town of Petrolia within the last 30 days of the contract for an extension option. The Town of Petrolia reserves the right to accept or reject this application.

4. 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 to Dave Menzies at dmenzies@petrolia.ca.

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 contract is awarded.

Provide all references and materials required.

All proposals become property of the Town; do not submit any material that can not be replaced.

5. Proposal Evaluation

Town staff will review the Proposals submitted. The panel will score the proposals, and determine the highest qualified Proposal. 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 contract. The Town reserves the right to refuse any and all proposals.

6. Prior to Awarding:

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

7. Equipment

The operator may have use of all Town-owned equipment located within the canteen. The operator shall maintain all equipment, including cleaning and preventative maintenance ensuring good working order—regular cleaning of fryers and exhaust hoods. The operator shall be responsible for legislated inspections related to the operation. The Town, at its discretion, will replace equipment at such time as it's deemed necessary.

8. Hours of Operation

The operator shall make every effort to open and accommodate the requests of the arena user groups on a daily basis. If there are not enough customers utilizing the canteen services, the operator shall make a decision of whether or not to be open on a particular day or event. Generally, the ice season operates from mid-September to mid-May.

9. Expenses

The operator shall pay all expenses related to the operation of the concession area including all taxes, products for resale, ingredients, and general cleaning supplies. All invoicing related to the operator's operational expense shall be billed directly to the operator except those expressly stated to be paid by the Town. The Town shall pay all utilities such as hydro, gas, and water.

10. General Maintenance

The operator shall maintain the concession areas in a manner satisfactory to the Town and Public Health Unit regulations. The operator must meet all Public Health and Safety regulations set out by Federal, Provincial and local laws. The canteen operator must ensure the condiment counter is clean and maintained and the area clean from spills. The operator will ensure employees have received proper food handling, serving, and sanitizing/dishwashing training. The operator will dispose of all daily garbage in the facility dumpster and all recyclables separated and placed in their appropriate location.

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 negotiation 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 their 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. With 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 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 at all times.

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 given.

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 passed by Federal, Provincial and Local Authorities governing safety.

14. Compliance with WSIB

The Proposer shall ensure complete compliance on his/her part with the Workplace Safety Insurance Board and any regulations thereunder, especially all provisions of the said act having to do with (but not limited to) the prevention of accidents, safe working conditions, proper sanitation, and food handling. A Certificate of Clearance from WSIB will be required before any contract is awarded.

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 expenses arising therefrom.

- 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 Contractors equipment including loss of use thereof for any reason.
- 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.

PART 3—TERMS OF REFERENCE—SITE

1. Background

The Town is seeking proposals from Operators for a Concession Operator for the location of 4065 Dufferin Avenue—GREENWOOD RECREATION CENTRE-Arena. The Town is seeking and will select an operator that best demonstrates the

ability to provide affordable, safe, and reliable services to the residents of Petrolia and in particular, visitors and users of the Greenwood Recreation Centre.

2. Site Location

The concession (snack bar) is located at 4065 Dufferin Avenue—GREENWOOD RECREATION CENTRE, Petrolia Ontario.

3. Site Description

The site is a well-maintained kitchen and serving area furnished with fridges, freezers, stove/grill, and deep fryers. A national beverage company supplies products to the Greenwood Recreation Centre and the operator agrees not to contravene that agreement.

4. Restrictions

The area will be used for the producing and selling of basic food staples. The operator agrees to offer a menu that will be complementary to the customer's requests for breakfast, lunch, and dinner. The town reserves the right to approve and or limit products for sale. The operator must offer healthy choices and be willing to work with the Lambton Health Unit on items for sale.

- 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 and gas to the location.
- No coin-operated vending-style machines shall be installed by the operator.
- No tobacco products or alcoholic beverages may be sold or stored on site.
- Temporary signage will be allowed in the building during the hours of operations. 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.
- The operator will be responsible for picking up any trash dropped within and around the concession area by your customers. The operator must keep the area neat and in a clean condition.
- The operator agrees to surrender all rights to the operation of the concession during Petrolia Enniskillen Agricultural Society events including but not limited to the annual fall fair.
- The operator agrees to surrender all rights to the operation of the concession during Town of Petrolia approved special events held within

the arena. The Town will make every reasonable attempt to utilize the operator if possible.

- The location may not be reassigned without the approval of the Town.

Please submit the following forms by Monday June 27, at 2:00pm to The Town of Petrolia Municipal Office, 411 Greenfield St. Attention Dave Menzies, Director of Facilities & Community Services.

PART 4—R F P – CONCESSION OPERATOR – Questionnaire

SUBMISSION FORMS

1. Legal name of organization, firm, individual, or partnership submitting this proposal

2. Address of principal place of business

3. Primary Contract

Name:

Title:

Phone:

Cell Phone:

Email:

Address (if different from above)

4. Please indicate

☐ Corporation

☐ Partnership

☐ Sole Proprietorship

☐ Joint Venture

☐ Charitable Organization

☐ Other-explain

5. Years in Business _____

6. References, Please provide one (1) for Business and one (1) for Financial

Name: _____

Title: _____

Phone: _____

Cell Phone: _____

Email: _____

Address (if different from above) _____

Name: _____

Title: _____

Phone: _____

Cell Phone: _____

Email: _____

Address (if different from above) _____

7. Do you have a current Town of Petrolia Business Licence? _____

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

*NOTE: A TOWN OF PETROLIA BUSINESS LICENCE MUST BE OBTAINED PRIOR TO
AWARDING.

8. Financial Proposal

Based 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 CONCESSION at the Greenwood Recreation Centre.

SEASON

Three (3) Prime Season Terms – Greenwood Recreation Centre Arena

Term 1: September 1, 2022 – May 31, 2023

I submit an amount of \$_____ for year 1, term 1

Term 2: September 1, 2023 – May 31, 2024

I submit an amount of \$_____ for year 2, term 2

Term 3: September 1, 2024 – May 31, 2025

I submit an amount of \$_____ for year 3, term 3

If approved for an extension:

Term 4: September 1, 2025 – May 31, 2026

I submit an amount of \$_____ for year 4, term 4

Term 5: September 1, 2026 – May 31, 2027

I submit an amount of \$_____ for year 5, term 5

Term 6: September 1, 2027 – May 31, 2028

I submit an amount of \$_____ for year 6, term 6

NAME	SIGNATURE
BUSINESS NAME:	_____
ADDRESS:	_____
PHONE:	EMAIL:

PART 5—R F P – CONCESSION OPERATOR – Bidders Checklist

Attach and Submit in Order

Bidders Name _____

- | | |
|-------------------------------|--|
| Business Licence | <input type="checkbox"/> If applicable |
| Proof of Insurance | <input type="checkbox"/> |
| Evidence of Capability | <input type="checkbox"/> (written example is sufficient) |
| Labour | <input type="checkbox"/> (written example is sufficient) |
| Financial | <input type="checkbox"/> |
| Reference Letters | <input type="checkbox"/> Two (2) letters attached |
| Reviewed Location | <input type="checkbox"/> Date of site visit: _____ |
| Clear of Litigation | <input type="checkbox"/> |
| WSIB—Certificate of Clearance | <input type="checkbox"/> |

By submitting this RFP you understand and agree to all aspects of this complete document.

Name (Printed)

Signature