



THE CORPORATION OF THE TOWN OF PETROLIA
REQUEST FOR PROPOSAL

RFP – CS – 01 - 2023

**CONCESSION OPERATOR AT GREENWOOD RECREATION
CENTRE**

PROPOSALS WILL BE RECEIVED UP TO: 2:00 PM LOCAL TIME

Tuesday, April 18, 2023

RETURN TO: Dave Menzies, Director of Parks, Recreation & Facilities
Town of Petrolia
411 Greenfield Street
Petrolia, Ontario N0N 1R0

Invitation to Submit a Proposal

CONCESSION OPERATOR AT GREENWOOD RECREATION CENTRE

Three (3) Prime Season Terms—Greenwood Recreation Centre
September 1, 2023—May 31, 2024
September 1, 2024—May 31, 2025
September 1, 2025—May 31, 2026

*With optional terms available

You are invited to submit a Proposal for the CONCESSION OPERATOR AT GREENWOOD RECREATION CENTRE more completely described herein.

The complete RFP documents are included for your perusal. Should you have any questions regarding the specifications or the process, please contact:

Dave Menzies, Director of Parks, Recreation & Facilities
Town of Petrolia
411 Greenfield Street
Petrolia, Ontario N0N 1R0

Telephone: 519-882-2350

Specific to this RFP, questions can be sent via email to: dmenzies@petrolia.ca

INSTRUCTIONS

The Town of Petrolia, hereinafter referred to as the Municipality, invites RFP's for:

CONCESSION OPERATOR AT GREENWOOD RECREATION CENTRE

RFP'S not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.

Confidential Proposals with the words **CONCESSION OPERATOR—
GREENWOOD RECREATION CENTRE** 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 Tuesday, April 18, 2023.**

A recommendation will be forwarded to Council at an upcoming Council meeting.

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

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

Term 2: September 1, 2024—May 31, 2025

Term 3: September 1, 2025—May 31, 2026

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.

PROPOSAL SUBMISSION PROCESS

Complete, sign, and submit all RFP forms provided by the Town in the RFP Section 4 Form of Proposal. In order for the Town to evaluate a Proposal, the Bidder 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 complete in full.

An official who is legally authorized to bind the organization must sign the Proposal on the financial page of the Form of Proposal.

SECTION 1 – GENERAL

RFP DOCUMENTS

- Interested suppliers may obtain the proposal documents online at www.town.petrolia.on.ca
- The lowest or any proposal will not necessarily be accepted.
- Facsimile or electronic tender submissions will NOT be accepted.
- Duration of offer must be valid for a minimum of sixty (60) days.

The Town of Petrolia reserves the right to accept or reject any or all Proposals in whole or in part.

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.

QUALIFICATIONS AND COMPETENCY

The Town reserves the right to reject Proposals from Bidders 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.

SITE DESCRIPTION

The Town of Petrolia's Greenwood Recreation Centre is located at 4065 Dufferin Avenue. 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. The site is a well-maintained kitchen and serving area furnished with fridges, freezers, stove/grill, and deep fryers. Access to wifi and or ethernet is available.

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.

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. If equipment failure is caused by the operator, the operator will be responsible for repair or replacement cost.

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 utilities of hydro, gas, and water only.

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.

RESTRICTIONS

The area will be used for the production 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 without 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.

SCHEDULE

The schedule set out herein represents the Town of Petrolia’s best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFP issue date	Wednesday March 1, 2023
Deadline for submission of questions	Thursday April 6, 2023
Addenda posted on Town website	Thursday April 6, 2023
Quotation Submission Deadline	Tuesday April 18, 2023
Tentative date of Town of Petrolia Council’s decision	Monday May 23, 2023

REQUIRED REVIEW AND CLARIFICATION

Bidders shall carefully review this RFP. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Director of Parks, Recreation & Facilities by noon on Thursday April 6th. This will allow time for the issuance of any necessary addenda. Protests based on any

omission or error or on the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Director of Parks, Recreation & Facilities.

In submitting a Proposal, the Bidder acknowledges that they have read, completely understood, and accepted the terms and conditions of the RFP in full. The Town of Petrolia is not responsible for any misunderstanding of the RFP.

AMENDMENTS TO THE RFP

The Town of Petrolia may issue an addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Addenda shall be posted by April 6th at noon to www.town.petrolia.on.ca and shall be available in the Town Municipal office.

OPENING OF PROPOSALS

There will be no formal opening of Proposals. Typically, a Request for Proposals is evaluated on a more comprehensive set of criteria than a Tender. The Evaluation Committee will examine all Proposals in detail and present their recommendation to Council at the meeting on May 23, 2023.

RESERVED RIGHTS OF THE TOWN OF PETROLIA

The Town of Petrolia reserves the right to:

- a) make public the names of any or all Bidders and their quoted price;
- b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Quotation;
- c) adjust a Bidder's scoring or reject a Bidder's Proposal on the basis of
 - i) a financial analysis;
 - ii) information provided by references;
 - iii) the Bidder's past performance on previous contracts awarded by the Town of Petrolia;
 - iv) the information provided by a Bidder pursuant to the Town of Petrolia exercising its clarification rights under this RFP process; or
 - v) other relevant information that arises during the RFP process;
- d) verify with any Bidder or with a third party any information set out in a Proposal;
- e) disqualify any Bidder whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
- f) disqualify any Bidder or the Proposal of any Bidder who has engaged in conduct prohibited by this RFP;
- g) make changes, including substantial changes, to this RFP provided that those

- changes are issued by way of addenda in the manner set out in this RFP;
- h) cancel this RFP process at any stage;
 - i) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
 - j) accept or reject any or all Proposal in whole or in part;
 - k) discuss with any Bidder different or additional terms to those contemplated in this RFP or in any Bidder's Proposal;
 - l) if a single Proposal is received, reject the Proposal of the sole Bidder and cancel this RFP process or enter into direct negotiations with the sole Bidder.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

NOT RESPONSIBLE COSTS

The Town of Petrolia shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Proposal. The Town of Petrolia shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Town of Petrolia exercising any of its expressed or implied rights under this RFP.

PROPOSAL EXPIRY DATE

Bidders hereby acknowledge that their Proposal shall be irrevocable for a period of 60 days from the Proposal submission deadline. Extensions to this period may be granted with the mutual agreement of the Town of Petrolia and the successful Bidder and may be initiated by either party.

CONFIDENTIALITY AND OWNERSHIP

Any information provided to the Bidder by the Town of Petrolia before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Town of Petrolia. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Town of Petrolia. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

FREEDOM OF INFORMATION

Any personal information required in the Proposal is received under the authority of the Town of Petrolia. This information shall be an integral component of the submission. All written Proposals received by the Town of Petrolia become a public record. Once a Proposal is accepted by the Town of Petrolia and a contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal

information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Director of Parks, Recreation & Facilities.

Additional Requirements

- (a) The use of appropriate and credible sub-contractors by the Bidder to perform portions of the project is permitted only if the Bidder declares such use in the Proposal;
- (b) The successful Bidder shall obtain, and maintain throughout the term of the contract, in force a General Liability Insurance and/or Professional Liability Insurance coverage of not less than \$2,000,000 per occurrence. A Certificate of Insurance shall be obtained which includes the Municipality as an additional insured, with a minimum thirty (30) days notice of cancellation. This must be provided within ten (10) calendar days of receiving the Acceptance Notice, or prior to the commencement of the work. This shall indemnify and hold harmless the Town of Petrolia against any liability for property damage or personal injury, including death, which may arise from the Bidder's operations.
- (c) The successful Bidder shall ensure that all services and products provided in respect to this Proposal are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation, including but not limited to WSIB and all applicable responsibilities under the Occupational Health and Safety Act.

SECTION 2 - SCOPE

The Town of Petrolia is seeking proposals for the operation of the concession at Greenwood Recreation Centre located at 4065 Dufferin Ave. A current Town of Petrolia Business License 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.

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

REQUIRED TERMS

The following terms will be required:

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.

PUBLIC CONTACT

The Bidder and/or their employees shall not enter into any dispute with, and shall maintain a courteous relationship with the public at all times.

LAWS

This RFP and any contract entered into between the Bidder 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.

PERMITS, NOTICES, LAWS & RULES

The Bidder shall have the ability to apply and pay for all necessary permits or leases required for the execution of the licence. The Bidder 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 Bidder 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.

COMPLIANCE WITH WSIB

The Bidder 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.

PROTECTION OF PROPERTY & PUBLIC

The Bidder 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 Bidder 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.

ACCEPTANCE OF TERMS

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

INSURANCE

Prior to awarding, the Bidder must supply the Town with acceptable proof of 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 selected 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 selected contractors equipment including loss of use thereof for any reason.
- Before starting the work, the selected 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 selected contractor's policy will not be changed or amended in any way or cancelled during the operating season (or shoulder season). The selected contractor may change insurance companies by providing the Town with written confirmation of his intent. No lapse in coverage will be permitted.

LIABILITY

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

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

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. Do not submit any material that cannot be replaced.

BIDDERS EXPENSES

Each prospective proponent is solely responsible for the risk and cost of preparing and submitting their proposal.

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.

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.

SECTION 3 - PROPOSAL SUBMISSION REQUIREMENTS

For the Town of Petrolia to evaluate Proposals fairly and completely, Bidders shall provide all the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

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 Bidder 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.

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.

SECTION 4 - EVALUATION OF QUOTATIONS

PROPOSAL EVALUATION, PROCESS AND AWARD

Town staff will review the Proposals submitted and determine the highest qualified proposal. Interviews of the Bidders may be required to make a final recommendation. Generally, if all Bidders offer sufficient references and experience the Bidder 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.

SECTION 4 – FORM OF PROPOSAL

Please submit the following forms by Tuesday April 18, 2023 at 2:00pm to The Town of Petrolia Municipal Office, 411 Greenfield St. Attention Dave Menzies, Director of Parks, Recreation & Facilities.

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

2. Address of principal place of business if applicable:

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.

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.

THREE (3) PRIME SEASONN TERMS – GREENWOOD RECREATION CENTRE

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

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

Term 2: September 1, 2024 – May 31, 2025

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

Term 3: September 1, 2025 – May 31, 2026

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

If approved for an extension:

Term 4: September 1, 2026 – May 31, 2027

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

Term 5: September 1, 2027 – May 31, 2028

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

Term 6: September 1, 2028 – May 31, 2029

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

I/we, the undersigned, having examined this Request for Proposal, do hereby offer to enter into an agreement with the Town of Petrolia for CONCESSION OPERATOR at the Greenwood Recreation Centre.

NAME (please print): _____
ADDRESS: _____ CITY: _____ PROV: _____
EMAIL: _____ PHONE NUMBER: _____
AUTHORIZED SIGNATURE: _____

Receipt of any issued addenda shall be acknowledged by initialling in the space provided below.

Addendum No. 1_____ Addendum No. 2_____ Addendum No. 3_____

Signature in the designated space, by an authorized officer of the Bidder's company, affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Town of Petrolia, and hereby certifies that the information supplied in this RFP to be true and complete in all respects.

SECTION 4—FORM OF PROPOSAL – Bidders Checklist

Attach and Submit in Order

Bidders

Name _____

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

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

Name (Printed)

Signature