



THE CORPORATION OF THE TOWN OF COBOURG  
55 King Street West  
Cobourg, Ontario  
K9A 2M2

**REQUEST FOR PROPOSALS**  
THIS IS NOT A TENDER

**CO-20-01 Food and Beverage Concession**  
**Victoria Park**

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Name of Firm

---

Address

Postal Code

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Telephone Number

Fax Number

---

Name of Person Signing for Firm

Signature

---

Name of Contact Person

Phone #

**Mandatory Proponents' Meeting:**

**Closing Date and Time:**

**Proposals Received By:**

Tuesday March 3, 10:00 a.m. Victoria Park Canteen

Tuesday March 10, 2020, 2:00 p.m. local time

Legislative Services Division, Victoria Hall 55 King St. W.  
Cobourg, Ontario, K9A 2M2

**General Inquiries:**

Teresa Behan, Deputy Director of Community Services  
(905) 372-7371

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COBOURG

THE CORPORATION OF THE TOWN OF COBOURG

## RFP BID RECEIPT LABEL

**THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE RFP BID.**

**ALL RFP BIDS MUST BE RECEIVED AT:  
LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2  
905-372-4301**

<i>COMPLETED BY DEPARTMENT ISSUING TENDER BID</i>	
TENDER BID NUMBER:	<b>CO-20-01</b>
TENDER BID NAME:	Canteen Concession, Victoria Park
CLOSING DATE:	Tuesday March 10, 2020
CLOSING TIME:	2:00 P.M.

<i>COMPLETED BY COMPANY SUBMITTING TENDER BID</i>	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

<i>LEGISLATIVE SERVICES USE ONLY</i>		
TENDER BID RECEIPT:		
DATE:	TIME:	INITIALS:

**By-law 016-2012, Purchasing Policy (est March 19, 2012)**  
Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,  
"All tender bids will be issued from and received at the office of the Municipal Clerk, located at the  
Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,  
"using the appropriate label or envelope as provided in bid package."

## COVER SHEET

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**Name of Company**

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**Address**

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**Postal Code**

**GST Registration No.**

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**Phone Number**

**Fax Number**

---

**Authorized Signing Office**

**Position Held**

**Remittance Address if different from above:**

\_\_\_\_\_  
Name of Firm or Individual (Company or Supplier)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town, Town or Village

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Receipt of addenda (when issued) shall be acknowledged by the Proponent initialing in the space provided opposite each addendum received:

Addendum No. 1 \_\_\_\_\_ Addendum No.2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_ Addendum No.5 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_

**Proponents failing to acknowledge receipt of addenda on the BID FORM when issued will be disqualified.**

**Note: Submit this cover sheet with the Form of Proposal document.**

To: The Corporation of the Town of Cobourg  
55 King St. West  
Cobourg , Ontario  
K9A 2M2

1. We, the Respondent, \_\_\_\_\_ being duly incorporated under the laws of \_\_\_\_\_ and having its Head Office at \_\_\_\_\_ do hereby offer to and agree to enter into an agreement with the Town to supply Food and Beverage Operation for a term of 3 years with an option to renew for an additional 2 years based on mutual agreement as per the service detailed, all in accordance with the terms, conditions and specifications attached to, and forming part of, this RFP including addenda numbered \_\_\_\_\_ to \_\_\_\_\_.

a. **Fixed monthly maintenance fee of \$ \_\_\_\_\_ plus \_\_\_\_\_ % yearly inflation fee as per Article 22 or in your proposal you may instead propose a profit share.**

**Payment will be made within thirty (30) days three times per year as per Article 22.**

**Town of Cobourg reserves the right to award the contract in whole or in part and the right to reject any or all proposals received.**

- b. Declare that no person, firm or corporation other than the one whose signature, or the signature of whose proper officers and the seal is / or are attached below, has any interest in the Request for Proposal or in the Contract proposed to be taken;
- c. Further declare that this Request for Proposals is made without any connection, knowledge, comparison of figures, or arrangement with any other company, firm or person making a Proposal for the same work, and is in all respects fair and without collusion or fraud;
- d. Further declare that the several matters stated in the said Proposal are in all respects fair and true;
- e. Further declare that no member of the Town Council, or any office of the Town, is or will become interested, directly or indirectly as a Contracting party or otherwise, in the performance of the Contract, or in the supplier, work or business to which it relates, or in any portion of the profits thereof, or of any such supplies to be used therein, or any of the monies to be derived therefrom;
- f. Advise if there are any other costs which the Town should be made aware of to cover possible contingencies not referenced in the Request for Proposal. These will be included as part of the proposed amount. If these costs are not mentioned the Town will assume no responsibility for the costs at a later date.

**THE CORPORATION OF THE TOWN OF COBOURG  
CO-20-01 FOOD AND BEVERAGE CONCESSION AT VICTORIA PARK FORM OF PROPOSAL**

2. References for projects of similar scope or magnitude:

COMPANY NAME	CONTACT	TITLE	PHONE #
1. _____			
2. _____			
3. _____			

3. Subcontractors:

COMPANY NAME	CONTACT	TITLE	PHONE #
_____			
_____			
_____			

_____ Authorized Signature	_____ Name & Title (Please Print)
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_____ Name of Company	_____ Phone Number	_____ Fax
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_____ Date	_____ Company Seal
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Note: **The Form of Proposal must be returned with the Proposal submitted.**

## 1. INTRODUCTION

Founded in 1798, Cobourg is rich in history and culture, with a boutique heritage downtown shopping area and four districts of carefully preserved properties. The magnificent centerpiece of our downtown, Victoria Hall, entertains sightseers and locals alike with her elegant Neoclassical façade, as well as invites them in to take in a show at the Concert Hall or an exhibit at the Art Gallery located on the second and third floors.

As the largest town in Northumberland County, located between major cities Toronto and Kingston, Cobourg is easily accessible by boat or car and welcomes thousands of guests every summer. Cobourg offers visitors and locals a vibrant downtown food and beverage scene, exciting cultural and entertainment opportunities, comprehensive recreational programs and a renowned waterfront district with parks, beaches, boardwalks and a marina. Often referred to as “Ontario’s Events Capital” Cobourg hosts over 150 festivals and events annually including the iconic Sandcastle Festival which welcomed over 10,000 guests in 2019 attracts thousands of people each year. Cobourg maintains a skilled labour force, excellent quality of life, a flourishing commercial sector and supportive municipal government.

The Town of Cobourg invites Proposals for the provision of Food and Beverage Concessions at Victoria Park in Cobourg. Victoria Park represents a showcase of the Town and, as such, requires special care in management and maintenance. The successful food and beverage supplier must demonstrate ability and willingness to maintain the presentation of this facility to the public. For the last sixteen years a canteen has operated in the building adjacent to the existing washrooms. The previous vendor also operated a separate “food truck” and a BBQ on the concrete pad adjacent to the existing canteen/washrooms.

For four weekends in the summer of 2018, and two weekends in 2019, separate operator(s), in conjunction with the existing vendor, provided “alcohol” events as a trial. This occurred as part of a fundraiser and was deemed successful. The vendors also provided entertainment. Each vendor applied and received their own Liquor License (SOP) for these weekends and were also responsible for security.

Council supported these weekends and has agreed that they will consider alcohol as part of this RFP. The Town of Cobourg is open to all ideas for providing the food and beverage service for Victoria Park.

The successful proponent may offer to sell alcohol on site throughout the season. The proponent will be responsible for all permits/licenses to serve alcohol. The proponent may also have to work with charities throughout the season during events.

### **Victoria Park**

Victoria Park is south of King Street, Cobourg and is the Town of Cobourg’s gateway to Lake Ontario. A popular tourism destination, Victoria Park plays host to the majority of Cobourg’s major festivals and events. The previous food supplier usually operated 7 days a week, from May 24th (Victoria Day) weekend to Labour Day, from 8:00 a.m. to 10:00 p.m. Hours may be extended based on weather and events.

Adjustments to hours of operation for the food and beverage supplier may occur only upon written approval of Town staff. Your proposal must include your proposed hours of operation,

The Town of Cobourg believes all information contained in this Proposal to be correct but shall not accept any liability with respect to it.

All proposals shall be submitted by the applicants with the understanding that the proposals shall become the property of the Town of Cobourg, and may be made public after appropriate consultation with the applicant.

The term of the contract shall be for three (3) years commencing on the day of award notification with an option to renew for an additional two (2) years based upon mutual agreement. The Town reserves the right to review and negotiate the terms of contract annually.

## 2. SUBMISSION PROCESS

All proposals must meet the following mandatory requirements in order to be considered. Failure to meet these requirements will be just cause for disqualification:

- a) All Proposals must be received by the Municipal Clerk, Town of Cobourg, Victoria Hall, 55 King St West, Cobourg, Ontario no later than 2:00 p.m. Local Time on **Tuesday March 10, 2020**. Proposals will be opened at 2:05 p.m. Local Time of the same day. Late Proposals will not be accepted and will be returned unopened.
- b) Proposal shall include cost/revenue for operation of canteen.
- c) Four copies of the submissions (one must be original) including the Form of Proposal and Appendix B – Proponent Questionnaire.
- d) The Form of Proposal must bear the original signature of each required signing officer of any incorporated Proponent, or where a Proponent is not incorporated the authorized signing authority for a partnership or proprietorship. If a joint Proposal is submitted it must be signed on behalf of each of the joint Proponents as outlined in the previous sentence.
- e) Proposals must be legible and written, printed, or typed in ink. Proposals written in pencil will not be considered. Any erasures or corrections to Proposals must be initialed or otherwise acknowledged or explained by the Proponent.
- f) Proponents must be able to satisfy the Town that they are capable of completing the work proposed. In that regard, Proponents acknowledge that the Town may reasonably request any or all of the following when considering Proposals submitted:



- proof that a Proponent has previously held and satisfactorily completed a contract of the size and type being proposed; *refer to Section A*;
  - proof of employment in the type of service being proposed, including written references as to their satisfactory performance; *refer to Section A*;
  - adequate demonstration that it has the ability to provide the necessary expertise and resources to satisfactorily complete the Contract, *refer to Section A*
- g) This Proposal is made by the Proponent without any connection, knowledge, comparison of figures or arrangement with any other person making a Proposal for the same work, and is in all respects fair and without collusion or fraud.
- h) The Proponent warrants that no Member of Council, member of their families, or no employee of the Town is, or will be, directly or indirectly interested as a contracting party or partner, stockholder, surety or otherwise in the performance of the work, or the supplies, work, or business in connection with the Contract or any portion thereof.
- i) The Town reserves the right to investigate and evaluate the experience, capability, registration and financial position of any Proponent prior to award of Contract.
- j) Proposals must be completed with due care. All Proposals must conform to the instructions in this document. If a proposal does not conform in every way, even in ways which may seem to Proponents to be innocuous, that Proposal may be rejected by the Town as improper, and may not be considered at all.
- k) Proponents acknowledge that the submission of their Proposals is an acceptance of all of the conditions contained in this Document. Anything in this Document that a Proponent wishes to alter must be clearly outlined and indicated in the Proposal so that the Town may consider whether or not it will agree to the proposed change.
- l) If submission on any item does not conform in every detail with the specifications as written, the Proponent is requested to fully explain the deviation.
- m) The use of mail for delivery of a Proposal will be at the risk of the Respondent and delivery by the postal agency of the Government of Ontario or employee of the agency of the Crown or any courier service concerned with the reception or distribution of mail, will not be regarded as delivery unless the envelope comes into the possession of the above mentioned Town representative before said closing time.

### 3. CLARIFICATIONS

All conditions and provisions of the RFP are deemed to be accepted by the Respondent and incorporated by reference in his or her Proposal, except such conditions and provisions as are expressly excluded in the Proposal.

All contractual and technical questions relating to this RFP are to be directed to Teresa Behan, Deputy Director of Community Services Division, at 905-372-7371.

Responses, if not already addressed in this RFP, will be addressed in the form of an addendum if required. No oral interpretations will be effective to modify any provisions of the Proposal, unless a written addendum has been issued by the Town prior to RFP closing.

4. NOTICE

Every notice that the Town may be required to give to the Respondent shall be deemed to have been properly given if forwarded by mail and addressed to the Respondent at the address given in the Request for Proposal Form by the Respondent.

5. RFP SCHEDULE OF EVENTS

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right to modify or alter any or all dates at its sole discretion by notifying all Respondents in writing at the address indicated in the completed RFP submitted to the Town.

Release of RFP	February 21, 2020
Site Meeting	March 3, 2020, 10:00 a.m.
Submission Date	March 10, 2020 2:00 p.m.
Contract Award	April, 2020
Contract Start	Summer Season 2020

6. DEFINITIONS

Whenever used in this Request for Proposal (RFP):

- a) "Request for Proposals" (RFP) means the document issued by The Corporation of the Town of Cobourg in response to which offers are invited for the performance of service therein.
- b) "Proposal" means the document submitted by the Proponent in response to the Request for Proposal
- c) "Proponent" means a vendor invited to submit a proposal in response to this RFP.
- d) "Respondent" means anyone submitting a Proposal in response to this RFP.
- e) "Contract" means the agreement (if any), the purchase order, the Request for Proposal and the Respondent's Proposal and any subsequent changes.
- f) "Town" means The Corporation of the Town of Cobourg.
- g) "Consultant" means any individual, firm, company or corporation whom a contract is awarded against an offer.

7. INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSAL

a. Non-Assignment

Neither this Contract nor any work to be performed under this Contract or any part thereof may be assigned by the Respondent without the prior written consent of the Town. Such written consent, however, shall not under any circumstances relieve the Contractor of his/her liabilities and obligations under this Contract and shall be within the sole and unfettered discretion of the Town.

b. Subcontractors

Any companies intending to subcontract any portion of the work must clearly identify all subcontractors on the Form of Proposal. The Town reserves the right to accept or reject any subcontractors. The Respondent awarded the Contract will be considered the principal Contractor and will be held totally responsible for the performance of the work.

c. Laws and Regulations

The Respondent shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

8. FORM OF PROPOSAL

Price, references and subcontractors must be submitted as required on the Form of Proposal provided herein. All supplementary pricing will be attached to the Form of Proposal and will be considered to be an integral part of the Proposal. The Form of Proposal will be legibly signed and witnessed by an authorized officer of the Respondent's company and the name of the company must be clearly identified. The Proposal will not be restricted by adding any statements, or by a covering letter or by alteration to the Form of Proposal as supplied, unless otherwise provided herein. Adjustments by facsimile or letter to Proposals already submitted will not be considered.

9. WITHDRAWAL OF PROPOSAL

Respondents will be permitted to withdraw their Proposal, unopened, after it has been submitted if such a request is received by the Municipal Clerk in writing prior to the time specified for the closing of the Proposals.

10. ACCEPTANCE OR REJECTION OF PROPOSALS

The Town reserves the right to accept or reject any or all Proposals submitted. Further, Proposals may be accepted or rejected in total or in part on the basis that any acceptance or rejection is made to service the best interests of the Town.

11. CONFLICT OF INTEREST

All firms are required to disclose to the Town prior to accepting this assignment any potential conflict of interest.

If a conflict of interest does not exist as referred to above, the Town may, at its discretion, withhold the assignment from the Proponent until the matter is resolved to the satisfaction of the Town.

If, during the conduct of the assignment, the Proponent is retained by another client giving use to a potential conflict of interest, then the Proponent shall so inform the

Town and if a significant conflict of interest is deemed to exist by the Town, then the Proponent shall:

- a. refuse the new assignment; OR
- b. take such steps as are necessary to remove the conflict of interest

Any contract with the Town resulting from an official order based on this Proposal is entered into on the part of the Town in full faith that no member of the Town Council or Officer of the Town has any interest whatsoever herein.

**12. PURCHASING BY-LAW**

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Purchasing Policy. By submitting a proposal for this contract, the Proponent agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

**13. PROPOSAL EXPIRY DATE**

Respondents hereby acknowledge that offers contained within their Proposals shall remain open for acceptance by the Town for a period of not less than ONE HUNDRED AND TWENTY (120) business days from the closing date established for RFPs.

**14. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

The Contract document shall consist of:

- a) the agreement (if any)
- b) the purchase order
- c) the Request for Proposal document
- d) the Respondent's Proposal and any subsequent changes

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Change notices, appendices and addenda to any contract document shall be considered part of such documents.

**15. REQUEST FOR PROPOSAL DOCUMENT**

The information contained herein is provided to assist the Respondent in preparing the Proposal as to matters of concern to the Town and which the Town would likely expect to be dealt with or be included in the contract which will ultimately be entered into by the successful Respondent and the Town. Therefore, the Town shall not be bound to accept any Proposal which is submitted or to accept any Proposal as submitted by the Respondent without amendment, alteration, counter offer or any change which might result from negotiations between the parties.

**16. EXECUTION OF CONTRACT**

The Form of Proposal must be signed by the authorized signing officer of the Respondent's company.

Should the Respondent fail to execute the Contract or provide the required document within TWENTY-ONE (21) business days of award notification, the Municipal Clerk, in conjunction with the Department Head may;

1. grant additional time to fulfill the requirement;
2. recommend award of the Contract to the second point rated responsive and responsible Respondent; or
3. cancel the awarded Contract and seek damages accordingly.

**17. DEFAULT BY CONTRACTOR**

If the Contractor: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Town may, without notice; terminate the Contract.

If the Contractor: fails to comply with any request, instruction or order of the Town; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the Contract or a portion of it without the Town's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Town may, upon expiration of ten days (10) from the date of written notice to the Contractor, terminate the Contract.

Any termination of the Contract by the Town shall be without prejudice to any other rights or remedies the Town may have.

If the Town terminates the Contract, it is entitled to:

- a) take possession of all of Contractor's equipment, appliances and utensils in the town facilities;
- b) recover from the Contractor loss, damage and expense incurred by the Town by reason of the Contractor's default by cashing the \$5,000 performance deposit;
- c) provide a ten (10) day prior written notice of its intention to terminate. If the default is remedied prior to the proposed terminate date, the notice of termination shall be null and void.

**18. TERMINATION WITHOUT CAUSE -**

Both the Town and the Contractor may terminate this contract without cause by providing a one hundred and eighty (180) days prior written notice to the other party of its intention to terminate the Contract. If the Canteen is shut down by the local Health Unit, the Town reserves the right to cancel the contract with 5 days' notice. The successful proponent cannot terminate the contract in the middle of the summer.

19. REFERENCES

Respondents are to complete the applicable section of the Form of Proposal, listing references of similar services provided. References from operations similar to the Town are requested. The Form of Proposal shall be returned with the Proposal submitted.

20. EXCEPTION OR DEVIATIONS

In the event that a Respondent desires to take exception to any terms or conditions set forth in any part of this RFP, said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must not be added to the Proposal but must be a separate document accompanying the Respondent's Proposal.

21. FREEDOM OF INFORMATION

The Town will comply with the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

22. PRICES AND METHOD OF PAYMENT

All prices submitted on the Form of Proposal must be in Canadian Funds and identify all applicable taxes.

Payments shall be made by the successful contractor in the following manner:

30% July 1 of each year

40% Aug. 1 of each year

30% Sept. 1 of each year or

If the proposal details payment to the Town of Cobourg by profit sharing final payment to the Town of Cobourg must be by Thanksgiving each year.

23. LABOUR DISPUTES

The Contractor shall bear the risk and responsibility of any loss, damage or expense to the work, or to himself or herself or any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the Town to meet its obligations under the Contract.

24. INDEMNITY

The Proponent will indemnify and save the Town harmless from and against any and all actions, suits, claims and demands and from all loss, costs, charges and expenses, including legal expenses, which may be brought against or made upon the Town by any party whatsoever or which may be incurred, sustained or paid by the Town in consequence of the acts or omissions of the Proponent or those for whom it is responsible at law, arising in relation to the provision of the services contemplated in this Request for Proposal.

25. LIABILITY INSURANCE POLICY

Upon award of the Contract, prior to the issuance of a purchase order, the Contractor must furnish the Town with a CERTIFIED copy of a Liability Insurance Policy, covering Public Liability, Bodily Injury and Property damage (Inclusive Limits) under both the Comprehensive General Liability and Automobile Policies in a minimum amount of \$5,000,000 inclusive. Such policy shall contain:

1. A cross liability clause or endorsement;
2. An endorsement certifying that The Corporation of the Town of Cobourg is included as an additional insured;
3. An endorsement to the effect that the policy or policies will not be altered, canceled or allowed to expire without thirty (30) days advance written notice to The Corporation of the Town of Cobourg

The Liability Insurance Policy and/or endorsement shall be satisfactory to the Town. The insurance must be valid for the duration of the Contract.

4. Prior to commencement of work on behalf of the Town, the Contractor must provide a Clearance Certificate from Workplace Safety and Insurance Board, properly signed and witnessed. On completion of the work, before the final payment is made, the Contractor will furnish a certificate from the Workplace Safety and Insurance Board indicating that the Contractor is in good standing.

Failure to submit the required documents TWENTY-ONE (21) business days after notification shall be sufficient cause for the Town to cancel the Contract.

The costs, insurance and other miscellaneous items of this project shall be deemed to have been included in the total proposed price.

SPECIFICATIONS

1. MANDATORY RESPONDENT'S MEETING

A mandatory Respondent's Meeting has been scheduled on March 3, 2020, at 10:00 a.m. sharp at the Victoria Park outside the previous Canteen. Respondents, by attending the meeting and examining the site, shall satisfy themselves as to the nature and extent of the work as well as all conditions which might affect the execution of this Contract, and will make all necessary provisions in their proposals. Respondents submitting proposals without attending the meeting will be disqualified.

2. SCOPE OF WORK

The intent of the proposal call is to secure a vendor (s) for all services for providing food and beverages in Victoria Park. Detailed duties are laid out in the Contractor's Responsibilities Section.

**3. EXCLUSIVE RIGHT OF SALE**

For approved events by the Town of Cobourg Council, event organizers may bring in their own food vendors for the duration of their events into Victoria Park.

**4. BID DEPOSIT**

A bid deposit of \$500 CDN must be submitted with this Proposal. It shall be in the form of a cheque, certified by the bank on which it is drawn, bank draft, money order or bid bond from a Surety Company authorized by law to carry on business in the Province of Ontario, in favour of The Corporation of the Town of Cobourg.

Bid deposits will be returned to the unsuccessful Proponents within 10 days after the Proposals have been awarded by Council. The bid deposit of the successful Proponent (Contractor) will be returned to the Contractor upon receipt of his/her performance deposit.

**5. PERFORMANCE DEPOSIT**

A performance deposit of \$5,000 CDN must be submitted at the time of execution of the Contract. It shall be in the form of a cheque, certified by the bank on which it is drawn, bank draft, money order or bid bond from a Surety Company authorized by law to carry on business in the Province of Ontario, in favour of The Corporation of the Town of Cobourg.

The performance deposit of the Contractor will be retained by the Town for the duration of the contract and may be liquidated to cover default payment and any cleaning or damages beyond regular wear and tear of Town buildings and/or equipment.

**6. STARTING DATES**

The project will begin the day of Council's approval of the award of this contract.

**7. GROSS SALES**

No records are available.

**8. TOWN'S RESPONSIBILITIES**

- a) The Town will NOT be responsible for damage to the Contractor's supplies, materials or equipment in the building nor for the Contractor's employees' personal belongings brought into the building.
- b) The Town will supply, at the time of the opening of the 2020 season, in serviceable condition, fixed equipment for servicing of the canteens as set out in Appendix "A".
- c) The Town will supply to the Contractor utilities in the form of all power, gas(if available) and water.



- d) The Town agrees to provide sufficient garbage disposal containers in a suitable area to be used, kept clean and emptied by the Contractor.
- e) The Town may perform an annual customer satisfaction survey with the purpose of identifying and prioritizing areas for improvement for the Contractor.

## 9. CONTRACTOR'S RESPONSIBILITIES

### GENERAL

- (a) The contractor shall be responsible for the maintenance of a telephone at the Victoria Park canteen. A contact number shall be provided to Town staff that will allow for phone contact to a supervisor at any time during the operation of the facilities.
- (b) Any equipment and consumables supplied by the Contractor shall be maintained at the Contractor's expense.
- (c) All equipment must meet all safety code standards and be maintained in good working order according to manufacturer(s) guidelines.
- (d) Unless otherwise specified in this Document, the Town will not provide any assistance in the procurement of materials or equipment necessary for carrying out and completing the work. Should the Town supply certain equipment to enable the Contractor to perform the work; then such equipment must not be removed from the premises without the Town's written authorization.
- e) The Contractor shall be responsible for regular housekeeping and maintenance of the food service equipment and areas including, but not limited to, the serving area, the preparation, cooking area and the eating area. These areas shall always be kept in a tidy, clean, and sanitary condition to the satisfaction of the Town management. Garbage containers (minimum 2) shall be kept clean and emptied by the Contractor into Contractor-supplied bins located adjacent to the McGill St. Pumping Station at the drop-off area of Victoria Park.
- f) During operations, deliveries to the canteen **MUST** be before 8 am. Deliveries after this time will not be permitted. This area is extremely busy and deliveries after 8am will be difficult with the number of people there. Also during events, access for delivery vehicles maybe compromised and you may have to meet the truck in the parking lot and deliver the goods by hand to your site.

If you choose to use the existing canteen area the Town will decommission (winterize) all facilities upon completion of successful inspection yearly (see Section 11). All facilities will be reconnected by Town forces to Town services by May 10<sup>th</sup> of each spring.

### LEASE HOLD IMPROVEMENTS

The contractor shall be responsible for all leasehold improvements unless set out in other sections of this document. All improvements must be submitted to Town management for approval before initiation of work.

**10. CONTRACTOR'S SUPERVISION**

After office business hours the Contractor shall at all times have a competent supervisor available to ensure that work is properly carried out. The Contractor will supply the name, address and telephone number of the Supervisor or alternate to be contacted after hours, as well as the name, address and telephone number for all employees. The Contractor shall supervise and train staff as required to ensure good housekeeping at all times.

**11. LABOUR**

The hours of work, the rates of wages paid and the working conditions shall meet all Federal and Provincial Government Labour Regulations. Increase in the cost of performing the work due to wage increase or adjustments, shall be borne by the Contractor without additional cost to the Town. The Contractor must maintain a staff complement at all times to effectively carry out the work as contracted and further will maintain the staff complement at the level to carry out the contract during vacations, sick leaves and temporary vacancies.

**12. SECURITY CLEARANCE**

The Contractor shall submit to the Town, on request, names and addresses of all individuals who will be performing the work. The Town may then take appropriate action to obtain any necessary security clearance for these employees. This may include police checks.

**13. TOWN'S RIGHTS**

The Town reserves the right to inspect the facilities at any time and recommend further actions to safeguard health and safety of the Contractor and Town employees. The day of closing, the contractor shall notify the Town. The Town will carry out facilities inspection by October 1<sup>st</sup> each year to ensure compliance with contract with regards to cleanliness and state of repair of infrastructure. Failure to provide satisfactory results to inspection shall be deemed to be means for cancellation of contract.

The Town shall be the sole judge of the adequacy and completeness of the Contractor's work as specified by the Contract. Should any dispute arise regarding the quality of foods or beverages prepared, the Town's decision shall be final.

**14. FOOD QUALITY STANDARDS**

It is understood that when submitting a proposal, the Proponent understands and will, if awarded the contract, comply with all applicable Canadian, Federal, Provincial and Municipal Acts, Orders and Regulations and amendments and/or successor legislation governing food quality standards, including but without limiting the generality of the following:

- The Food and Drug Act
- The Canadian Meat Inspection Regulations
- The Canada Meat Dairy Products Act and the Canada Dairy Products Regulations
- Fresh and Processed Fruit and Vegetable Regulations
- Meat and Canned Foods Act
- The Public Health Act and Regulations

The operation of the canteen shall be performed in compliance with the public health regulations to the satisfaction of the Medical Officer of Health for the area.

**15. HEALTH AND SAFETY**

Where Work is performed on the Town's property or on behalf of the Town, the Contractor shall at all times comply with the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 (the "Act") and its regulations (the "Regulations"), as amended, and applicable Industrial Standards for the Work (the "Standards") and shall be responsible for and take every precaution reasonable in the circumstances for the protection of all Workers associated with the Work being performed, whether employed by the Contractor, the Town or third party and for the protection of third parties.

**16. OPERATING HOURS**

Hours of operation shall be at a minimum, as outlined in the Introduction section, but may be extended with approval of Town management.

**17. UNIFORMS**

All staff members employed by the Contractor must be dressed in suitable approved uniforms. All uniforms must be kept neat and clean. The staff must be qualified and experienced in the food and beverage industry and have good public relations skills.

**18. EMPLOYEES OF CONTRACTOR**

All employees of the Contractor must be remunerated for their services in accordance with the laws of the Province of Ontario.

**19. SEIZURE OF GOODS**

In the event that the Contractor fails to pay to the Town the stated fee, the Town, in addition to cashing the bid deposit, may seize all or any of the goods of the Contractor for arrears of such amounts.

**20. CONTRACTING**

No part of this Agreement may be sub-contracted without written permission from the Town of Cobourg.

**21. SIGNAGE**

The Proponent shall submit with this Request for proposal schematics for all required signage as part of the submission package to the Town.

Consideration will be given to the signage requirements as part of the total RFP package. The approval process for all signage, by-laws and the political process, permits and all related signage acquisition and installation costs will be borne by the vendor.

Removal of the signage and subsequent restoration of the Town's building and property shall be the responsibility of the Contractor upon the completion or termination of the contract. This restoration shall be completed within 30 days after termination or completion of the food service contract. If the Contractor is delinquent in this responsibility, the Town shall undertake this restoration and seek compensation in the most efficient manner.

Signage costs, installations, application and removal are the responsibility of the food service provider.

**22. USE OF OUTDOOR AREAS**

Under no circumstances are outdoor areas to be used for storage or any other purposes than public eating area. Improvements to these areas may be undertaken by the Contractor upon submission of detailed plans of improvements and receipt of Town management approval.

## 1. PROPOSAL EVALUATION CRITERIA

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission as well as, if requested by Town staff, additional information provided during subsequent meeting with the Respondent. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members.

Proposals meeting the mandatory requirements will be further assessed against the following desirable criteria.

Criterion	Max Score
<b>Section A of Proponent:</b> Demonstrated background and experience operating similar food and beverage operations, including reference checks	25
<b>Section B of Proponent:</b> Proposed food and beverage operations, including staffing, menu, customer service etc	25
<b>Section C of Proponent:</b> Financial Proposal	25
<b>Value added Service:</b> Creative and innovative aspects of the proposal including all services and activities over and above the minimum requirements	15
<b>Overall Proposal</b> Includes the completeness, clarity, relevance, feasibility and professionalism of the overall proposal, including a possible interview	10
<b>Maximum Score</b>	<b>100</b>

Selection of a proposal(s) will be based on all the above criteria (but not solely limited to the above) and any other relevant information provided by the Respondent(s). The Town reserves the right to prioritize and weigh the importance of each criterion confidentially. The Town will not be liable for any costs incurred by Respondents in the preparation of Proposals, site inspections, interviews, or any other services that may be requested as part of the evaluation process.

## 2. SELECTION PROCESS

The Town reserves the right to accept or reject any or all proposals, award in all or in part, to enter into negotiations with one or more submitting firms and to waive irregularities and omissions if in so doing the best interests of the Town will be served.

The Respondent is encouraged to ensure that their proposal is submitted in the most favorable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the proposal from further consideration.

Respondents, whose proposals have been selected for further evaluation, may be invited to attend an interview / presentation with the Evaluation Committee where their proposal will be discussed. Respondents may be requested to clarify information provided in their submission. Respondents are encouraged to provide any additional information, which may be relevant in the evaluation of their proposal.

All proposals are to be submitted on the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract nor shall it create any obligation on the Town to enter into further discussions. Information received from Respondents is collected in accordance with and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

## 3. CONTRACT AWARD

- Provided that at least one of the Proposals received meets the approval of the evaluation committee, a recommendation for award will be made on the basis of the evaluation.
- The award of the contract is subject to the best value for the Town
- On approval of the evaluation committee's recommendation by Council, the Successful Respondent may be required to enter into a formal contract agreement.
- Written notification to the Successful Respondent and the issue of a Contract shall result in a binding contract between the Town and the Successful Respondent unless otherwise stated.

## **Appendix A – Equipment and Service Inventory**

VICTORIA PARK – Staff will meet potential respondents to the RFP at the Mandatory site meeting on February 25, 2020 at 10:00 am. Staff will advise locations of electrical and current location for range hood.

Staff will show potential contractors the available storage areas.

**Provided below in Sections A through C, are questions to be used as a guide to providing a proposal (s) for this RFP. Evaluation of proposals will be based on Proponent's submissions providing answers to these questions.**

**SECTION A - BUSINESS BACKGROUND, BUSINESS PRACTICE AND EXPERIENCE**

1. Legal name of company, address, telephone number and contact person assigned to manage this Contract.
2. Is your submission part of a franchise? Name franchise.
3. List the titles and resume of the management team and a brief explanation of their responsibilities for this Contract. e.g. site supervisor, dietitian/nutritionist, area manager.
4. Company history including length of service in the industry. Include a copy of the latest financial report and reference from financial institution.
5. Names of other entities your company has serviced of a similar scope in the past five years. Include location, number of employees in that location, name of contact person and phone number.
6. If applicable, provide detailed information of subcontractors including legal business name, staff involved and references.
7. Provide information on operational procedures of your company including purchasing practices particularly on food items and including policies on purchasing reusable, recyclable products or supplies and environmental procedures including waste reduction, separation practice.
8. Describe or provide photos of uniforms to be worn by the company's employees on duty.
9. Provided any further additional information that provides business background, business practice and experience that is relevant to this submission.
10. You are invited to identify both physical and equipment deficiencies at the Town's canteen. You are encouraged to submit a detailed list of improvements you will be carrying out if the successful submission.
11. Other comments



**SECTION B – PROPOSED SERVICES**

1. List the number of staff you will be assigning to provide the food and beverage concession at Victoria Park, Cobourg.
2. List any adjustments that you may be contemplating with regards to additional hours.
3. Provide detailed menus/food types/options.
4. Would all food items requiring preparation be prepared on site or at another location? Identify items prepared at another location, if any and where that location is. Could items that are prepared be identified with a "best before" date?
5. Would you use the Town facilities to cater any non-Town related functions? If so, provide details on preparation plan to accommodate requirements of the Town and the outside patron.
6. List leasehold improvements to be initiated under this contract (sketches will be of assistance).
7. Delivery method ie, food truck(s) or use existing canteen.
8. Are you considering alcohol sale on site? If so, please provide extensive details on this endeavor.
9. Other comments

**SECTION C – FINANCIAL RETURN**

1. Other suggestions for financial return that differs from the Town's.

**GENERAL**

1. The term of the proposal contract shall be for a three (3) year term with an option to renew for an additional two (2) years. Do you believe that this term is sufficient for the accomplishment of the items in your proposal?
2. Is there any argument that you wish to put forward for a different contract term? Why would this be to the Town's advantage?

**Note: Additional information in the form of photographs that will assist in evaluation of proposals are to be attached to the proposal.**

**NOTICE OF "NO-BID"**  
**IMPORTANT - Please read this.**

It is important to the Town to receive a reply from all invited Bidders. There is no obligation to submit a Bid; however, should you choose not to bid, completion of this form will assist the Town in determining the type of goods or services you are interested in bidding on in the future.

**INSTRUCTION**

If you are unable, or do not wish to bid on this Quotation, please complete the following portions of this form. State your reason for not bidding by checking the applicable space(s) or by explaining briefly in the space provided. PLEASE FORWARD THIS COMPLETED FORM IN THE ENCLOSED ENVELOPE AND IDENTIFY THE ENVELOPE AS CONTAINING "NOTICE OF NO-BID" OR SEND BY FAX TO THE PURCHASING DEPARTMENT PRIOR TO THE OFFICIAL CLOSING DATE.

- 1. We do not manufacture/supply this commodity \_\_\_\_\_
- 2. We do not manufacture/supply to this specification \_\_\_\_\_
- 3. Unable to quote competitively \_\_\_\_\_
- 4. Cannot handle due to present work load \_\_\_\_\_
- 5. Quantity/job too large \_\_\_\_\_
- 6. Quantity/job too small \_\_\_\_\_
- 7. Cannot meet delivery/completion requirements \_\_\_\_\_
- 8. Licensing restrictions \_\_\_\_\_
- 9. Agreements with distributors/dealers do not permit us to sell direct \_\_\_\_\_

Other reasons/additional comments:

\_\_\_\_\_

Do you wish to bid on these goods/services in the future?

Firm Name \_\_\_\_\_

Signature of Signing Officer: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_, 2020.

# APPENDIX A EQUIPMENT INVENTORY

# APPENDIX B

## PROPONENT QUESTIONNAIRE

# “NOTICE OF NO-BID FORM”