

VILLAGE OF POINT EDWARD

**REQUEST FOR TENDER FOR THE SUPPLY OF
Food Vending Services**

Waterfront Park, Blue Water Bridge

CLOSING DATE: Time: 4:00:00 P.M., LOCALTIME
Date:Friday, November 4, 2022

RETURN TO: Mr. Jim Burns C.A.O.
Village of Point Edward
135 Kendall Street
Point Edward, Ontario, N7V 4G6

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1 REQUEST FOR TENDER

You are invited to submit a Tender for the supply of Food Vending Services for **Point Edward Waterfront Park**.

The complete Request for Tender documents are attached for your review. Should you have any questions regarding the documents or the process, please contact:

Mr. Jim Burns C.A.O.
The Corporation of the Village of Point Edward
135 Kendall Street
Point Edward, Ontario, N7V 4G6

Telephone: 519-337-3021
Fax: 519-337-5963
E-mail: jburns@villageofpointedward.com

2 SCHEDULE OF EVENTS

It is the intention of the Village of Point Edward to adhere to the following schedule as closely as possible. However, the Village reserves the right to alter this schedule at any time without stating reasons.

Schedule of Events	Important Dates
Issuance of RFT	Thursday, October 13, 2022
Deadline for Posing Questions	Wednesday, October 26, 2022
Final Response to Questions Posed	Friday, October 28, 2022
Tender Closing Date	Friday, November 4, 2022 4:00:00 PM
Tender Opening	Tuesday, November 8, 2022
Approval	Tuesday, November 22, 2022
Contract Signed	Friday, December 9, 2022
Commence Work	Sunday, January 1, 2023
Complete Work	Wednesday, December 31, 2025

3 INFORMATION TO BIDDERS

3.1 CLOSING DATE & TIME

Sealed Tenders will be accepted until 4:00:00 p.m. local time on Friday, November 4, 2022 for the supply of Food Vending Services. Please see the detailed description below.

3.2 NATURE OF REQUIREMENT

It is the intention of this request to select a supplier(s) who can provide superior food vending services, with the necessary associated cleaning duties, to the general public.

3.3 TERM OF CONTRACT

The successful bidder's contract will commence Sunday, January 1, 2023 for a period of three years, ending Wednesday, December 31, 2025

3.4 SUBMISSION

Tenders must be typed or in ink, on the response forms provided and must include all the requested information. Tenders must be signed by an authorized individual in the required location. Tenders must be sealed in an opaque envelope/package, clearly marked as to the contents using the address label included in this package (final page). Tenders sent by e-mail or fax, arriving unsealed or arriving after the stated closing time will not be considered.

Tenders must be delivered to:

Attention:

Mr. Jim Burns C.A.O.
The Corporation of the Village of Point Edward
135 Kendall Street
Point Edward, Ontario, N7V 4G6

All Tenders received must remain valid for acceptance up to 90 days beyond the closing date.

3.5 TENDER DEPOSIT

A Tender Deposit in the amount of \$7,500 must accompany any Tender bid. The deposit shall be in the form of a certified cheque, in favour of The Corporation of the Village of Point Edward. All deposits received shall be held until all tenders have been fully evaluated. As soon as possible and within 30 days maximum, all deposits except for those of the two highest bidders shall be returned. Deposits from the two high bidders shall be held until a contract is signed. Tender deposits are subject to forfeiture, should a bidder be unable or unwilling to enter into a contract. The deposit of the successful bidder will be credited toward the first year's rental payments.

3.6 ACCEPTANCE AND AWARD OF CONTRACT

The Corporation of the Village of Point Edward reserves the right to accept any Tender, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the highest Tender, or any Tender, may not necessarily be accepted.

3.7 TENDERS TO REMAIN VALID

All Tenders received must remain valid for acceptance, up to 90 days beyond the closing date.

3.8 AMENDMENT OR WITHDRAWAL OF TENDERS

A bidder, who has already submitted a Tender, may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that bidder for this contract. Accordingly, any legal entity may not have more than one valid tender at any point in time.

A bidder may withdraw their Tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her Tender to the Village of Point Edward. Prior to the close of Tender, any bidder may withdraw their bid without penalty. After the close of Tender, should a bidder wish to withdraw from the process, their Tender deposit becomes forfeit to the Corporation of the Village of Point Edward.

3.9 CLARIFICATION

Should a bidder find discrepancies in or omissions from these Tender Documents, or should there be any doubt as to the meaning, inquiry should be made to Jim Burns C.A.O. at jburns@villageofpointedward.com. If a correction, explanation, or interpretation should be necessary or desirable, a written addendum will be issued to all bidders. Addenda issued during the period prior to the closing date are to be considered part of these Tender Documents.

Questions will be received until close of business on Wednesday, October 26, 2022. A list of questions posed and responses will be broadcast to registered respondents as soon as possible during this period.

3.10 RESERVATIONS

The Village reserves the right to accept any Tender in whole or in parts thereof judged most satisfactory, without liability on the part of the Village.

The Village reserves the right to reject any or all Tenders. The highest bidder will not necessarily be awarded a contract.

The Village reserves the right to cancel this process at any point, should it deem it appropriate. The Village will not be held responsible for any cost incurred by any

bidder associated with preparing or submitting a Tender for this requirement, should the Tender be rejected or the process cancelled.

Tenders that are incomplete, conditional, obscure, or that contain unrelated additions not called for, erasures, alterations and irregularities of any kind may be rejected.

3.11 **INSURANCE**

A certificate of insurance or a certified copy of the bidder's policy shall be provided showing coverage for at least the following limits:

- i) Comprehensive liability insurance providing bodily injury limits of at least \$2,000,000 (two million dollars) per person and accident and providing for property damage of at least \$2,000,000 (two million dollars) in any one incident.
- ii) Insurance as in i) for all licensed motor vehicles operated on behalf of the Bidder:
- iii) The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse for the duration of the Contract without 30 days prior written notice to The Corporation of the Village of Point Edward. Failure to maintain adequate insurance will lead to termination of the contract.

The insurance policy shall not contain any deductible amounts and shall remain in effect until the work has been accepted and the contract is terminated.

- iv) The Corporation of the Village of Point Edward shall be added as an additional insured party, in regard to all work associated with this contract.

3.12 **WORKER'S SAFETY INSURANCE**

It is the obligation of any successful bidder to comply with all requirements of the *Workplace Safety and Insurance Board Act*. Bidders must certify that all employees, officers, agents and sub-contractors are covered or exempt under the *Act*.

3.13 **WORKPLACE HEALTH AND SAFETY**

Both the Village of Point Edward and the Bidder have obligations under the Workplace Health and Safety Act to ensure that work sites are safe and that accidents are prevented. Upon request, the successful Bidder shall provide a copy of the company's safety policy manual. The bidder will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risks. Disregard for any requirement of the Workplace Health and Safety Act could be cause for the issuance of a stop work order or even the termination of the contract. Failure to supply or update this certificate as required is cause for termination of the contract.

3.14 **EXECUTION CONTRACT**

Any party to whom a contract is awarded will be required to execute the agreement and furnish all required documentation within twenty (20) days of notification.

3.15 RIGHT TO DENY BIDDING ON FUTURE REQUESTS FOR SERVICE

The Village reserves the right to deny any successful bidder the right to respond to any future Request for Tender, or Proposal, in the event of poor performance. For greater clarity, the Village will monitor the performance of any successful bidder and shall provide written notice of any deficiencies of service. Should deficiencies be persistent or of a significant nature, in addition to the right to terminate the contract, the Village will advise the successful bidder that their poor performance has rendered them ineligible to compete for similar future requirements on any Village of Point Edward initiative.

3.16 LIMITATION OF LIABILITY

The Village of Point Edward enforces a strict code of ethics and attempts to always be fair in evaluating and awarding contracts resulting from any bidding process. By submitting a Tender, Bidders agree that the Village will not be held liable for any amount in excess of the amount required to prepare and submit a Tender in the event that the Village is found to have erred in any manner in the award of any contract.

4 REQUIREMENTS

4.1 BACKGROUND

The Village of Point Edward has one (1) location in its Waterfront Park, north of the Blue Water Bridge, for Food Vending Services.

The Village provides a single electricity hook up and single source of water supply. The Village does not provide any means of storage or disposal of grey water, which is the sole responsibility of the Vendor. The Vendor must identify the manner in which they will collect and dispose of grey water under the contract. The Vendor is responsible for the cost of electricity, which is billed directly to the Vendor by Bluewater Power.

4.2 SCOPE

The scope of work required under this request includes:

1. An operator must obtain a municipal license and pay the annual license fee, being \$1,400 per year, prior to the issuance of a license by the Village. The fee is subject to change by the Council of the Village of Point Edward.
2. The Food Services Vehicle must be aesthetically acceptable to the Village of Point Edward Council and properly maintained throughout the term of the contract. Please submit a photo of the Food Services Vehicle with the tender. Bids must include proof of ownership or lease of the proposed vehicle. **Bids that are subject to award of a**

third party contract prior to purchase/lease will not be accepted - the successful bidder must demonstrate ownership or a valid lease for a food service truck to qualify as the successful bidder.

3. An operator must complete the following inspections before beginning operations on an annual basis: propane inspection, Lambton Health Unit inspection, and Fire inspection: satisfactory inspection reports must be submitted before a license will be issued.
4. An operator must obtain liability insurance as indicated in the information to bidders before a license will be issued.
5. An operator must recycle pop cans at its own expense.
6. An operator must clean up garbage within 10 meters of its operation on a regular basis throughout the day. Failure to do so could result in a charge back from the Municipality for a minimum of two yours call out time should our employees be required to complete the cleanup.
7. An operator must pay hydro costs which are billed directly by Bluewater Power.
8. The operator is solely responsible for payment of any applicable HST, and any other Taxes properly applicable to both operations and rental payments paid by the operator. The HST or any other applicable tax is to be shown separately on the tender.
9. The operator shall be responsible for the locking of the public washrooms at times to be determined by the Village, depending upon time of year. Washrooms are not to be locked prior to 8:00 pm on nights that the Farmer's Market is operating.
10. The Operator shall be responsible for the removal of the food services vehicle at the end of each day. The Village may, at its discretion, grant permission to leave the foods services vehicle in the park under special circumstances. Failure to remove the vehicle at the end of each day may result in cancellation of the contract. A penalty of \$250 per day will be charged for failure to remove the vehicle at the end of the day unless special permission has been granted, in writing, by the Village.
11. The operator should be aware that its operation may be affected by the following special events:
 - a) Optimist Bridge Bash Festival
 - b) Annual Mackinac Festival
 - c) Other festivals and events which may be held in the Waterfront Park
 - d) Various construction projects.

Additional food vendors will be permitted into the park during these events. No allowance of any kind will be made related to these or any additional special events. The Village of Point Edward reserves the right to have a second food services vehicle

located in Waterfront Park should they choose to. This second vehicle would not be able to use anything for power other than electricity.

12. The intent of this requirement is to provide a food and beverage service. Non food and beverage items are strictly prohibited without the express written permission of the Village.
13. The operator shall enter into an agreement with the Village of Point Edward as set out in the attached Sample Agreement.
14. All condiments are to be provided in bulk dispensers unless otherwise directed by a level of government for reasons of public health and safety.
15. Food is to be served in bio-degradable containers.
16. Bidders must complete the form of tender and indicate the firm amount that they are proposing to provide in addition to the required annual license. This amount shall be in the form of an annual fee.

The annual fee will be paid via seven (7) monthly postdated cheques provided at the signing of the contract and beginning of each subsequent year of the agreement. The deposit of the successful bidder will be credited toward the first year's rental payments.

17. Bidders must supply a minimum of three references who can confirm their ability to provide the required services, as well as a financial reference.

5 FORM OF TENDER

I/We, the undersigned, herewith propose to supply Food Vending Services, in accordance with the specifications issued by the Village of Point Edward, at the following amounts:

(Bidders must state a fixed annual fee)

Fixed annual fee	\$
Repeat amount in words _____	

Name of Bidder: _____

6 BIDDER INFORMATION

Name of Bidder:	
Address:	
Telephone:	Fax:
E-Mail:	
Contact Name and Title:	
Authorized Signature:	
Date:	

7 PERFORMANCE REFERENCE

NOTE: References must be from persons or companies for who you have provided similar services within the last twenty-four (24) months or who can attest to your ability to provide the required services.

1. Name: _____

Address: _____

Telephone Number: _____

2. Name: _____

Address: _____

Telephone Number: _____

3. Name: _____

Address: _____

Telephone Number: _____

4. FINANCIAL REFERENCE

NOTE: Financial reference should be from the bank that currently handles your commercial account.

Name and Branch: _____

Address: _____

Contact: _____ Telephone Number: _____

8 RETURN MAILING LABEL

SEALED TENDER

From: _____



VILLAGE OF POINT EDWARD
135 Kendall STREET
POINT EDWARD, ONTARIO N7V 4G6

ATTENTION: Mr Jim Burns C.A.O.

**Request for Tender for the Supply of FOOD VENDING
SERVICES**

Requirement # Food 2022

Closing Date: Friday, November 4, 2022 4:00:00 PM