



Town of South Bruce Peninsula

Request for Proposal 19-18

Mobile Food Truck Vendor Services

Town of South Bruce Peninsula
Request for Proposal (RFP) 19-18
Mobile Food Truck Vendor Services

Sealed RFPs will be received for the above, at the Town of South Bruce Peninsula Municipal Office until **4:00 pm** local time on **Friday, April 26th, 2019** from Mobile food truck vendors to provide mobile food truck vendor services at one or more municipal locations.

RFP Packages are by contacting Town Hall, at the address below, or on the Town website at www.southbrucepeninsula.com. Proponents should note that the proposal submissions will be a two-envelope system with technical proposal and cost proposal submitted in separate envelopes.

RFPs are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval. The lowest or any quotation will not necessarily be accepted.

Community Services
c/o Bill Klingenberg
Town of South Bruce Peninsula
PO Box 310, 315 George St
Warton ON N0H 2T0
519-534-1400 #145

Introduction

The Corporation of the Town of South Bruce Peninsula is an amalgamated municipality of the former Town of Wiarton, Township of Albemarle, Village of Hepworth and Township of Amabel. It is at the base of the Bruce Peninsula in Bruce County, between Lake Huron and Georgian Bay.

There are approximately 8,500 full-time residents residing in the communities of Wiarton, the villages of Hepworth, Allenford, Sauble Beach and smaller communities that include Red Bay, Hope Bay, Howdenvale and Oliphant.

There is influx of additional residents in the area during the peak summer months of June through September as visitors flock to the area's towns and beaches. It is estimated that there were 150,000 visitors to the area's beaches on the Canada Day long weekend in 2018 alone.

Municipal records indicate that the full-time population is based upon 3,741 resident households. With an estimated 3,204 non-resident households.

Tourism data indicates that there are 2.5 million visitors to the county annually with an overall economic impact of \$299.1 million. \$115.3 million is being generated by food and beverage sales. 22% of these tourists are visiting South Bruce Peninsula. Please see the full [Economic Impact of Tourism report](#)

The town is interested in supplementing the number of and the variety of food options in the town.

Attraction and Retention of New and Innovative Economic Opportunities and promoting the area as a tourism destination are priorities in the community-based strategic plan.

Request for Proposal and Overview

Definitions

In this Request for Proposal, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

“RFP” Request for Proposal

“Proponent” means the individual, firm, company, or corporation submitting a proposal to the Town

“Town” means the Corporation of the Town of South Bruce Peninsula.

Scope

The Town of South Bruce Peninsula is inviting Food Truck Vendors to submit proposals to operate a Mobile Food Truck in the municipality on specific municipally-owned lands during the period June through to September.

The Town is respectful of the effort and investment into the community that our existing businesses make and as such, diverse menu offerings as well as proposed pricing will be taken into consideration when selecting a Mobile Food Truck for a specific location.

The proponent shall submit a detailed operational plan. This plan should include, but not be limited to:

- Sample menu including pricing
- Service period including weekday and weekend hours of operation
- An inventory list of all equipment and services
- Staff complement including roles and responsibilities
- All Food Handler Certification(s)
- Risk management and safety plan
- All marketing and promotional material including signs and advertising
- Proposed layout/staging area for services; include a photo of the mobile food truck
- Attach a copy of franchise business agreement if applicable
- A detailed description of the proposed set up of the food truck operation including garbage disposal and recycling, picnic tables and chairs
- List three (3) references including name, relationship, telephone number and email

Each Vendor will be required to obtain a licence from the Town in addition to the terms of the prospective contract associated with this RFP.

Each vendor will be required to purchase, supply or otherwise obtain all the necessary equipment for the operation of the Mobile Food Truck. Each Proponent is required to present his/her operation set-up to the Town for inspection prior to receiving a license to operate. The Proponent is responsible for the upkeep of all aspects of their operations and must remove/replace unsafe or unsightly aspects of the operation at the Township's request.

No alcohol may be sold, given away or supplied by the proponent at any time unless explicitly permitted in writing by the Town.

All costs and or expenses incurred by the respondent will be the sole responsibility of the respondent.

No proponent will be provided an exclusive right to sell a particular type of food or beverage.

The Town will not provide any transportation of goods or items required for the operation of the Food.

Proponents should be aware there may not be utility services at the proposed location. An inverter generator of low decibel may be used to operate the Food Truck Vendor Facility where power is not available. There is no water available at the proposed locations. Proponents are required to provide their own potable water and propane used for cooking.

Food Trucks will be permitted on one specified municipal property only per the successful proposal.

Vendor Requirements

1. The successful Proponent will obtain and provide copies of the following requirements by May 3rd, 2019:
 - a. Certification from the Grey-Bruce Health Unit
 - b. Fire inspection and certification
 - c. Propane Equipment Certification
 - d. Certificate of Liability Insurance with a \$5,000,000 Liability naming the Town of South Bruce Peninsula, including its officials and employees as insured and covered.
 - e. Any and all required Occupational and Workplace insurances.
2. The Proponent is required to operate and maintain the Mobile Food Truck for the safe use of the general public.
3. The Proponent is required to submit a license fee in the amount of \$3,500.
4. The Successful Proponent will be required to enter a lease with the Town of South Bruce Peninsula to operate a Mobile Food Truck on municipal property, for a lease amount to be submitted as part of the proposal.
5. The Proponent must adhere to the [Sign Bylaw](#).
6. The Proponent must supply and have present at all times garbage and recycling receptacles. The Proponent is required to keep the location and the area within (50) feet of its truck location clean and free of all waste, garbage, refuse, rubbish and litter at all times. Proponent is responsible for disposal of all garbage and recycling.
7. The Proponent is prohibited from cutting down, pruning or removing any trees or vegetation or altering any other feature of the area.
8. The Proponent will be required to cooperate with the Town during any special and other unanticipated events during the proposal term.

9. For the Bluewater Park location only, the Food Truck will NOT be permitted to operate during the Rotary Fair or the Agricultural Fair without obtaining express written permission from the Rotary Club.
10. The Proponent is prohibited from selling any beverage in glass bottles or containers. All beverages are required to be in containers that are fully recyclable. It is required that the food products are served or carried in cardboard and/or recyclable/biodegradable containers.
11. The Proponent is required to comply with all local, provincial and federal laws relating to access for persons with disabilities. The Proponent shall comply with all requirements to provide a safe and accessible environment.
12. If the Proponent does not comply with the terms of the proposal, the proposal may be terminated. Any warnings or terminations may be considered in making determinations of future vendors. (Areas of particular focus include: clear signage of a menu and prices; adherence to posted pricing; set-up and/or signage that is not approved by the Town; Proponent not setting up on agreed-upon days; and not adhering to an agreed-upon schedule; and other proposal violations which detract from the experience of the public and/or the intent of the arrangement).

The Town reserves the right to cancel the proposal at any time the Proponent is deemed out of compliance with the terms of the proposal.

The Town also reserves the right to terminate any terms issued pursuant to this RFP for convenience and without default of the Mobile Food Truck Vendor at any time. Upon any such termination for convenience, the Town will refund to the Food Truck Vendor, the portion (if any) of any fee previously paid by such vendor allocated to any time period beyond the termination for convenience date established by the Town.

13. The Proponent will be required to indemnify the Town for claims arising out of the Proponent's operations under the proposal, pursuant to a provision to be included in the permit as per section 1(c) of "Vendor Requirements".
14. The Town will be awarding the following maximum number of food truck licences.
 - One at Sixth Street Washrooms in Sauble Beach
 - One in Howdenvale Beach
 - One in Red Bay Beach
 - One in Bluewater Park (parking lot located next to pool)
 - One in Hepworth Visitor Centre Parking Lot
 - One at Oliphant Landing

Requirements of the Submission

Proponents shall submit their proposal in a sealed envelope clearly identified “RFP 19-18 Food Truck and Mobile Vendor Services.” The envelope shall contain a completed Form of Proposal (Appendix A), one electronic copy (PDF Format) of the proposal and three (3) hard copies, with one (1) copy being an original document with original signatures.

DELIVERY AND CLOSING TIME FOR PROPOSALS

Proposals shall be submitted in sealed envelopes with covering pages and delivered to:

Corporation of the Town of South Bruce Peninsula
315 George Street
P.O. Box 310
Warton, ON
N0H 2T0
Attn: Bill Klingenberg

Proposals must be received no later than 4:00 p.m. Friday, April 26th, 2019.

Proposals shall be officially opened and reviewed in accordance with the Town’s procurement processes

A Proponent may request that their Proposal be withdrawn only prior to the Proposal closing time. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company officer and is delivered in hard copy or electronically to the Director of Community Services. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.

Questions/Inquiries

Inquiries regarding the RFP process or format of the response must be directed to Danielle Edwards, Economic Development Officer by e-mail to danielle.edwards@southbrucepeninsula.com

Inquiries related to the scope and deliverable in this RFP are also to be directed to Danielle Edwards, Economic Development Officer by e-mail to danielle.edwards@southbrucepeninsula.com

Inquiries must not be directed to other municipal employees or boards, or Council members. Information obtained from any other source is not official and should not be relied on.

Although every attempt will be made to meet all dates, the Corporation reserves the right to modify any or all dates at its sole discretion.

GENERAL TERMS AND CONDITIONS

- a) The Corporation of the Town of South Bruce Peninsula is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Corporation of any bid or by reason of any delay in the award of the contract.
- b) The Corporation reserves the right to accept/reject any or all responses and/or reissue the RFP in its original or revised form.
- c) The Corporation reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The Corporation reserves the right to cancel this RFP at any time, without penalty or cost to the Corporation. This RFP should not be considered a commitment by the Corporation to enter into any contract.
- e) The Corporation reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Corporation reserves the right to begin negotiations with the next selected Proponent.
- f) Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the Corporation and the Proponent regarding the interpretation of the provisions of the RFP, the Director of Community Services, or Chief Administrative Officer, shall make the final determination as to interpretation.

Conflict of Interest

Each Proponent shall include a statement indicating whether or not the Mobile Food Truck Vendor or any individuals working on or for the vendor has a possible conflict of interest (e.g., employed by the Corporation) and, if so, the nature of that conflict.

The Corporation reserves the right to cancel the RFP award or the subsequent license if any interest disclosed from any source could pose a conflict or cause speculation as to the objectivity of the program to be developed by the Proponent. The Corporation's determination regarding any questions of conflict of interest shall be final.

Character and Employment of Workers

The successful Proponent shall employ only orderly, competent and skillful employees to ensure that the services are carried out in a respectful manner.

In the event that any person employed by the successful Proponent in connection with the service arising out of this Proposal gives, in the opinion of the Corporation just cause for complaint, the successful Proponent upon notification by the Corporation in writing shall not permit such person to continue in any future service arising out of this Proposal.

Termination of Contract

Either party may terminate this agreement at any time upon giving notice in writing at least thirty (30) days prior to the date of termination without penalty or recourse.

Sub-Contractors

The Proponent shall identify any sub-contractors who will be carrying out any part of this project in the "Detailed Work Plan". The Proponent shall identify the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Corporation has the right to reject any of the sub-contractors so named. In this event, the Proponent shall arrange to have the work done by such other sub-contractor as may be approved by the Corporation.

Insurance and Indemnification

Commercial General Liability insurance is required and shall include:

- 1) Municipality as Additional Insured
- 2) Cross Liability / Severability of Interests clause
- 3) Contractual Liability
- 4) Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality

Owned Automobile Liability on all vehicles owned, operated or licensed in the name of the Proponent in the amount of not less than five million (\$5,000,000) dollars on an occurrence basis.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Corporation in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Corporation reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Corporation may reasonably require.

The successful Proponent shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Corporation. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

The successful Proponent shall indemnify and hold the Corporation harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

Municipal Responsibilities

- Adequate area/space to conduct rental services and/or food services

Health and Safety and WSIB

The successful Proponent is required to conform with the Occupational Health and Safety Act as it relates to the performance of the contract. In addition, the successful Proponent will be required to supply the Corporation with a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every ninety (90) days.

Town is Not the Employer

The Proponent agrees that the Corporation is not to be understood as the employer to any successful proponent nor to such proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this bid document. Also, in accordance with the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

Protection of Corporation

The successful Proponent shall at all times well and truly save, defend, keep harmless and fully Indemnify the Corporation and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Corporation, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied or the supplying thereof, or work or services performed, or the performing thereof, pursuant to this Proposal or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

If the Town receives a claim that any product or part thereof (herein called the "product") manufactured or supplied by the Proponent infringes a Canadian patent, it shall notify the Proponent promptly in writing and give the Proponent information, assistance and exclusive authority to evaluate, defend and settle such claim. The Proponent shall then at the Proponent's own expense and option (1) settle such

claim or (2) procure for the Corporation the right to use such product as is (3) replace or modify it to avoid infringement, or (4) defend against such claims.

Standards and Legislation: Failure to Comply

The successful Proponent may be required to provide written documentation that all material proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful Proponent must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful Proponent to comply with these laws, legislation, regulations and provisions shall be just cause for the Corporation at its discretion to stop performance of this contract, until such times as the successful Proponent complies with these laws, etc. Also the Corporation may at its discretion award the contract to any other proponent or may re-issue the Proposal.

The Corporation may assess against the successful Proponent any damages whatsoever as a result of failure to comply.

Accessibility Regulations For Contracted Services

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

Compliance with Laws, Notices, Permits and Fees

The successful Proponent shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this Proposal.

The successful Proponent shall obtain the necessary permits, licenses and certificates and pay the fees required for the performance of the work which are in force at the date of the Proposal closing.

The successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the work.

Errors and Omissions

The Corporation shall not be held liable for any errors or omissions in any part of this RFP. While the Corporation has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Corporation nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Freedom of Information

All information obtained relative to this RFP is the property of the Corporation. All written Proposals received by the Corporation become a public record. Once a Proposal is accepted by the Corporation, and a contract is signed, all information contained in them is available to the public, including personal information.

Submissions of Proposals as a result of this RFP are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Release of information contained in the Proposal may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Proponent. This would include scientific, technical, financial or labour relations information.

All requests for information must be made in writing and submitted to the Town Clerk at angie.cathrae@southbrucepeninsula.com

Proponents may mark any part of their submission as confidential except the Total Contract Price and their name. A watermark or rubber stamp imprint is suitable for this purpose. The Corporation will use its best efforts not to disclose any information so marked, but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

Default by Proponent

If the Proponent 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 Proponent makes

a general assignment for the benefit of its creditors; then, in any such case, the Corporation may, without notice, terminate the Contract.

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

All statements made under the General Terms and Conditions of this RFP shall be read as if the “Corporation” or “Town” includes “The Corporation of the Town of South Bruce Peninsula” as may be applicable. In all instances, this RFP and the resulting contract with the successful proponent shall be inclusive of the Corporation.



The Corporation of the Town of South Bruce Peninsula
P.O. Box 310, 315 George Street
Warton, ON N0H 2T0

REQUEST FOR PROPOSAL- MOBILE FOOD TRUCK VENDORS

Vendor Name

Address

Telephone No.

Fax No.

Name of Signatory

Signature

Name of Contact Person

Telephone No.

Email

Please indicate your preferred locations in order.

1. _____

2. _____

3. _____