



Request for Proposals
for
Commercial Food Operations at H.H. Knoll Lakeview Park

Request for Proposals No.: **2022-12**

Issued: **February 7th, 2022**

Submission Deadline: **February 28th, 2022 at 2:00 p.m. local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the City of Port Colborne (the “City”) to prospective proponents to submit proposals for **Commercial Food Operations at H.H. Knoll Lakeview Park at 5 Marina Drive** beginning in late spring of 2022, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”). The City is seeking 2-3 food vendors to operate their commercial food vending business at H.H. Knoll Lakeview Park. The award of this service lease agreement is conditional on the acceptance and approval of the Council of the City of Port Colborne.

H.H. Knoll Lakeview Park is regarded as one of the nicest community parks in the Niagara Region and it is a popular destination for residents, visitors, and tourists. It is located near Port Colborne’s downtown core on Sugarloaf Street, and it overlooks Sugarloaf Marina and Gravelly Bay. It has outdoor picnic pavilions, a bandstand, rose gardens, children’s playground, spray pad, washrooms, and parking. H.H. Knoll Lakeview Park is the beginning of the Welland Canal Recreational Trail and site for numerous community events including Canada Day Celebrations, Canal Days Marine Heritage Festival, Concert Band in the Park, Moonlight Flicks and More.

The City will be celebrating the 100th anniversary of H.H. Knoll Lakeview Park in 2022. To help mark this occasion, the City is making an investment in the Parkette which has provided food offerings for many years. A concept plan has been prepared by a landscape architect and approved by City Council based on community preferences. The plan is for the new layout, structure, and landscape features to be completed by late spring of 2022.

The successful proponent(s) will be required to enter a lease agreement with the City of Port Colborne. The lease agreement will outline the seasonal rate, structure of payments, operating hours, and other terms and conditions.

The following details are required in your proposal:

- A complete inventory list of all amenities, services, food menu, and equipment used in order to carry out proposed operations.
- A detailed overview of the proposed operation including justification of ‘fit’ or relevance at the designated location.
- Proposed days and hours of operations, fee structures, staffing, and inclement weather plan details.
- Proposed layout/staging area for the services.

1.1.2 Proponent Must Be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the City. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one (1) of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Event and Volunteer Coordinator Luke Rowe: luke.rowe@portcolborne.ca 905-835-2900 ext. 566

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent.

1.3.2 Term of Contract

The term of the agreement is to be for a period of one year, with an option in favour of the City to extend the agreement on the same terms and conditions for an additional term of up to three years upon completion of an evaluation by the City.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	February 7 th , 2022
Deadline for Questions	February 16 th , 2022 11:59:59 PM local time
Deadline for Issuing Addenda	February 17 th , 11:59:59 PM local time
Submission Deadline	February 28 th , 2022 2:00 PM local time
Rectification Period	Two business days
Anticipated Ranking of Proponents	March 2 nd , 2022
Contract Negotiation Period	7 calendar days
Anticipated Execution of Agreement	March 23 rd , 2022

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

1.4.2 Site Visit / Pre-Bid Meeting (if applicable)

The site for Commercial Food Vending Activities is 5 Marina Drive, at H.H. Knoll Lakeview Park. Proponents may visit the site at anytime they wish for observation only. Port Colborne City Council has approved concept plans to renovate the site. If the proponent wishes to view the site-plans, they may request it from the RFP contact.

1.5 Submission Instructions

1.5.1 Proposal Submission

Proposals must be submitted via e-mail to

Charlotte Madden, Deputy Clerk

deputyclerk@portcolborne.ca

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted via e-mail on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

1.5.3 Proposals to be Submitted in Prescribed Format

Respondents should submit one (1) electronic copy by e-mail (See 1.5.1 above). Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via e-mail. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Non-Price Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage IV – Ranking and Contract Negotiations

2.4.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria OR with the lowest price.

2.4.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent, and there will be no legally binding relationship created with any

proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

2.4.3 Time Period for Negotiations

the City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.4.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.4.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal, but not attached, will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations. The proponent must ensure that their food truck/structure is properly equipped for wastewater, water, and electrical. Any issues or modifications that are needed will be at the expense of the licensee.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the City's location or by way of conference call or other remote meeting format as prescribed by the City.

3.3.3 Procurement Protest Procedure

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the proponent wishes to challenge;
- (b) a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the proponent's contact details, including name, telephone number, and email address.

The City will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which the City will provide the proponent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of the City in the preparation of its proposal that is not available to other proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or

- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the City may be precluded from participating in the RFP process in instances where the City has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Proponent Not to Communicate with Media

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

The City may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the City's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the City will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the City in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality

of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFP will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – RFP PARTICULARS

A. THE DELIVERABLES

The City of Port Colborne is accepting proposals for the operation of Commercial Food Vending at H.H. Knoll Lakeview Park.

The following details are required in your proposal:

- A complete inventory list of all amenities, services, food menu, and equipment used in order to carry out proposed operations.
- A detailed overview of the proposed operation including justification of 'fit' or relevance at the designated location.
- Proposed days and hours of operations, fee structures, staffing, and inclement weather plan details.
- Proposed layout/staging area for the services.

Proponent must pay for all related permits/licensing and registration fees as required. Any and all associated costs and/or expenses incurred by the respondent will be the sole responsibility of the respondent.

The proponent, if successful must strictly adhere to the terms in the lease agreement and provide payments for the seasonal fee on-time and in full. The duration of the lease will be determined during the contract negotiation phase. The successful proponent must only occupy the space allocated at H.H. Knoll Lakeview Park during the 'operating season' and must store the commercial food vending structure off-site in the off-season.

The proponent, if successful will be charged a one-time connection at the beginning of the operating season and a one-time disconnection fee at the conclusion of the operating season.

B. MATERIAL DISCLOSURES

The City of Port Colborne's insurance requirements for the successful bidder are described below.

Policy to be written on the comprehensive form including Contractual Liability and Complete Operations with an inclusive limit of not less than five million dollars (\$5,000,000.00) Bodily Injury and Property Damage with a deductible not greater than five thousand dollars (\$5,000.00). The Liability Insurance Policy shall not contain any exclusions of liability for damage, etc., to property, building, or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise.

Standard Automobile Policy on both owned and non-owned vehicles with inclusive limits of not less than five million dollars (\$5,000,000.00) Bodily Injury or Property damage with a deductible not greater than five thousand dollars (\$5,000.00).

A "Cross Liability" clause or endorsement. An endorsement certifying that the Corporation of the City of Port Colborne is included as an additional insured.

An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse within thirty (30) days prior written notice to the City.

The Licensee shall maintain insurance against liability imposed by any Workers' Compensation Act or comparable legislation respecting the injury to or death of all permanent and part time employees engaged by the Licensee in the food vending operation.

Below are additional information/requirements:

- Installation of all leasehold improvements within the premises/assigned area of service must be temporary in nature including but not limited to, installation of equipment, signs, specialized lighting, etc., must be preapproved by the municipality.
- All signage must be fixed to the proponent's food operating structure.
- Must meet all applicable regulations.
- Must have all applicable licenses/credentials to operate a commercial food vending business.
- Installation of any boards/signs within the proponents assigned area for service, waste removal to designated area and strict adherence to recycling program.
- Proof of any applicable licenses, certifications, or documents related to operations.
- Adherence to all Provincial, Federal, and Municipal laws as they pertain to your business and payment of all applicable taxes.
- Willingness to complete any requested Municipal training, orientation, or certification processes as it related to proposed commercial food vending operations at H.H. Knoll Lake view Park.
- Portable generators are not permitted for day-to-day operations of the business, the successful proponent will be connected directly to hydro service on-site.

The following are the responsibilities of the City of Port Colborne:

- Provide solid waste removal and recycling from the park area.
- Adequate area/space to conduct food services.
- Schedule of operating days/times.
- The municipality may, at any time make public the names of all respondents. Additional information may be release in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, cF.31, as amended.
- Provide electricity and water services to the commercial food vending structure.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each proposal must include a Submission Form (Appendix C) completed and signed by an authorized representative of the proponent.

2. Other Mandatory Submission Requirements

At least three (3) letters of reference of similar work experience, each reference letter submitted shall have varied content in order to illustrate the Bidder's understanding of various requirements of the bid. This shall include all applicable contact information, as this will be the key component in the qualification of a Bidder. Bidders that do not fulfill this key component will be scored zero (0) on the Evaluation Criteria.

D. MANDATORY TECHNICAL REQUIREMENTS

The proponent must have a food structure that is in good working condition, visually appealing, holds all necessary certifications to operate a commercial food vending operation, and must pass all inspections from Niagara Region Public Health, the Port Colborne Fire Department, and TSSA.

E. PRE-CONDITIONS OF AWARD

Upon awarding of this RFP, the successful proponent must provide proof of insurance before signing the lease agreement.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Non-Price Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	7	N/A
ii. Food Menu and Fit	7	N/A
Total Points	14	5

Suggested Proposal Content for Non-Price Criteria

i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills, and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent and any of its agents, employees, and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
- (d) the references provided by the proponent will be taken into consideration in this evaluation section.

ii. Food Menu and Fit

Each proponent should provide the following in its proposal:

- (a) a copy of your food and drink menu with pricing. No alcohol is permitted to be sold on-site.
- (b) A complete inventory list of all amenities, services, and equipment used in order to carry out proposed operations.
- (c) Detailed overview of the proposed operation including justification of fit or relevance at the designated location.

- (d) Proposed days and hours of operation, fee structures, staffing, and inclement weather plan details.
- (e) Proposed layout/staging area for the services and photos of the commercial food operating structure.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one (1) person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (ii) the intention or decision to submit, or not to submit, a proposal; or
 - (iii) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one (1) or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees,

advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.