



The Corporation of the Town of Essex
Request for Proposal RFP-CS-22-008
Concession Services for Harrow and Colchester South
Community Centre

Date of Issue: August 16, 2023

Closing Information:

Date: September 13, 2023

Time: 3:00.00 PM Local Time

Location: Town of Essex Municipal Offices

33 Talbot Street South

Essex, Ontario N8M 1A8

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1. Introduction

1.1 Background Information

The Town of Essex is located in southwestern Ontario, approximately 28 kilometres southeast of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The Town of Essex consists of four distinct and unique centres - Essex Centre, Harrow Centre, McGregor Centre and Colchester Centre. The current population of the town of Essex is 20,427.

The Corporation of the Town of Essex is inviting proposals for the operation of food concession services at the Harrow Colchester South Community Centre in Harrow Ontario. It is the intent of any information given in this document to identify in general terms the types of services and the proposal contents required by the Town.

2. Objective of the RFP

The Town of Essex is seeking a proponent to submit a proposal to operate the former restaurant facility at the Harrow and Colchester South Community Centre. The Town is looking at establishing an agreement for two years with an option to extend another two years (A floor plan of the current facility is attached).

3. Proposal Process

3.1 Mandatory Site Meeting

A mandatory site meeting is scheduled for September 05, 2023, at 10:00 a.m. local time at the 243 McAfee Street in the Harrow and Colchester South Community Centre.

Anyone not in attendance at mandatory site meeting will be disqualified from the Proposal process.

There will be but one site meeting to equally provide all potential Proponents with the same access and viewing. The Town will not be held responsible for any missed

details. It is the sole the responsibility of any potential Proponent to make note of any specific details that would be a determining factor in the preparation of their Proposal.

It is the intent of the mandatory site meeting to provide all Proponents with an opportunity before submitting a Proposal, either personally or through a representative, to satisfy themselves as to all issues or aspects which may impact their submission including, but not limited to the size, location, condition, available equipment, storage and over all general facilities.

Those in attendance of the Mandatory Site meeting will receive a copy of ice times based on a standard week from the 2023/2024 ice season in order to make a better assessment of staffing needs, stock supplies etc.

3.2 Closing Date and Time

Proposals shall be submitted prior to or by **September 13, 2023, at 3:00 PM local time.**

All proposals received after the specified closing date and time will not be considered.

3.3 Opening of Proposals

There will be no public opening of this Request for Proposal.

All proposal submissions at the time of closing will become property of the Town of Essex.

3.4 Corporate Contact

It is the Proponent's responsibility to satisfy themselves with respect to any inquiries, clarification or requests for additional information regarding this Request for Proposal. All inquiries, clarifications or requests for additional information are to be directed solely to the Town's Corporate Contact as set out below through email contact or written facsimile only. The Town assumes no responsibility for oral instruction or suggestion.

Corporate Contact: Jackson Tang, Assistant Manager, Business Services

Fax: 519-776-8811 Email: jtang@essex.ca

Contact with Town of Essex officials or Town of Essex staff other than the above stated corporate contact on this Request for Proposal, from the date of posting this Request

for Proposal up to and including the date of awarding the contract, is not permitted and will be considered grounds for disqualification in the quoting and selection process. Prospective Proponents who wish to submit queries with respect to this Request for Proposal shall do so by submitting such queries in writing to the person named as the Official Corporate Contact. Contact in any other manner will be considered grounds for disqualification in the Proposal process.

4. Proposal Submissions

Submissions shall be in a letter form and must, at a minimum, address the proposal as set out in this Request for Proposal under Section 8 and all mandatory requirements as set out in sub-section 20.4.

All proponents should carefully review this Request for Proposal for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this Request for Proposal. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Essex as per the terms set out in this Request for Proposal.

The proposal submission should be clear, concise and complete. The Town of Essex shall have the sole, final decision in the selection process.

4.1 Proposal Submission Format

Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Proposals submitted under Request for Proposal RFP-CS-23-004 must be clearly marked as follows:

Concession Services for Harrow and Colchester South Community Centre
Request for Proposal RFP-CS-23-004
Attention: Jackson Tang, Assistant Manager, Business Services
Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8

Faxed or e-mailed Proposals provided by any Proponent will be a breach of the Request for Proposal and will result in the total rejection of any Proposals received, or to be received from such Proponent in any form, under this Request for Proposal.

All proponents must complete and submit a Proponent Identification Sheet using the format provided as Appendix A to this Request for Proposal. The Proponent Identification Sheet must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

Proponents must also complete and submit an Acknowledgement of Proposal Documents Received by Proponent and Addenda. The Acknowledgement must be duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.

Additionally, please provide an electronic version in a Microsoft Office compatible electronic format on a standard compact disk (CD) or jump-drive. If there is any discrepancy between the electronic version and the original hard copy, the "original" hard copy shall take precedence.

The Town reserves the right to make additional copies of all submissions for its internal review process and to provide such copies to its staff and external advisors, as it deems necessary.

5. Terms and Conditions

5.1 Unauthorized Response

No municipal staff, whether an official, agent or employee, other than the designated Corporate Contact is authorized to speak for the Town with respect to the Request for Proposal document, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk.

The Town will not be responsible for any verbal comment or suggestion by any Town staff, appointed or elected official of the Town, or by any Consultant retained by the Town with respect to this Request for Proposal.

5.2 Proposals to Remain Open

Proposals will be held open by the Town for a period of no greater than ninety (90) days for full review and awarding. Should the Town require an extension past the ninety (90) day period, each submitted Proponent will be notified of the extension.

5.3 Proposal Submissions Irrevocable

The Proposals received from Proponents are to be irrevocable and open for acceptance for a period of not less than ninety (90) days after the stated Request for Proposal closing date.

5.4 Materially False, Incorrect or Misleading Information

The Town, without liability, cost or penalty, may at any time, during the Request for Proposal process reject any Proposal submission or disqualify any Bidder, if, in the sole and unfettered discretion of the Town, such Proposal contains materially false, incorrect or misleading information.

5.5 Acceptance of Proposal

The lowest or any Proposal may not necessarily be accepted. The Town of Essex reserves the right to delete any part, or parts from the Proposal without stating reasons. In the event of any deletion, it is agreed that the Proponent will have no claim for loss of potential profit or overhead costs. Proposals containing conditions or that otherwise fail to conform to the instructions to Proponents will be subject to disqualification or rejection.

5.6 Cancellation

The Town, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Request for Proposal or to change the scope of

the project, or to cancel the Request for Proposal or the project without stating any reasons therefor.

5.7 Changes to Contract

No deviation from the Proponent's Proposal shall be made by the successful Proponent in the execution of the work, without the written approval of the Town of Essex.

5.8 Freedom of Information Act

The Proponent hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 as amended.

5.9 Accessibility for Ontarians with Disabilities Act

Any renovations to the space as proposed by a proponent must meet accessibility requirements.

5.10 Costs Incurred by Proponent

Except as expressly and specifically permitted in the Request for Proposal documentation, no Proponent shall have any claim for any compensation of any kind whatsoever, because of participating in this Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. All expenses involved either directly or indirectly due to the preparation and submission of a Proposal or bid in response to this Request for Proposal or any work performed in connection thereof shall be borne by the Proponent.

5.11 Insurance

The Proponent shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The proponent shall file with the Town of Essex, together with the signed contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability complies with all the requirements of this contract. Insurance shall be obtained from a company satisfactory to the Town of Essex.

The successful proponent's policies of Insurance shall cover (the proponent and all employees) and shall name the Town of Essex as additional insured. All insurance shall remain in effect for the periods indicated in this contract. The Commercial General Liability policy shall include:

- i. A limit of liability not less than \$5,000,000 per occurrence;
- ii. Insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the proponent;
- iii. A thirty (30) day written notice of cancellation, termination or material change;
- iv. A Cross liability clause and Severability of Interest Clause;
- v. The Town of Essex added as an additional insured with respect to the operations of the Named Insured;
- vi. Tenants legal liability with a limit not less than \$500,000.00;
- vii. Non-owned automobile with limit not less than \$2,000,000.00; and
- viii. Contractual Liability.

The proponent shall pay for all premiums and expenses incurred with acquiring such insurance.

Upon request the proponent shall make available to the Town of Essex a copy of each insurance policy.

5.12 Proof of Insurance

Proof of such insurance is to be submitted and filed at the Town of Essex Municipal Office before commencing any work and annually thereafter.

5.13 Employment Insurance and Workplace Safety and Insurance Act

The Proponent shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The Proponent shall, at the time of entering into a contract with the Town, provide to the Town satisfactory proof that all assessments or compensation payable to the Board

have been paid and the Town may, at any time during the performance or upon the completion of such contract, require a further declaration that such assessments or compensations have been paid.

The Proponent clearly understands and agrees that they are not, nor is anyone hired by the Proponent, covered by the Town of Essex under the Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the Proponent, their employees and operations, and shall upon request furnish the Town of Essex with such satisfactory evidence that they have complied with the provisions of any such acts.

5.14 The Occupational Health and Safety Act

The successful Proponent shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of its work on this contract.

The Proponent will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

6. Indemnity

The Proponent shall indemnify and save harmless the Town of Essex from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Proponent to comply with these specifications, or arising out of the performance or non-performance of the terms of the contract by the Proponent and its employees or agents, except to the extent that such liability for damage was caused by any failure, neglect or refusal by the Town to comply with the Contract, or arising out of the performance or non-performance of the term of the Contract by the Town and their employees, agents or Proponents .

Without restricting the generality of the foregoing, it is understood and agreed that the Town shall not be liable for damages to any third party for bodily injury or property damage caused by any accident by the Proponent or otherwise or while engaged in work for or on behalf of the Town causing either damage or injury through the negligence of the employees of the Proponent and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle or any other vehicle or equipment whatsoever. The Proponent hereby covenants and agrees with the Town to indemnify and save harmless the Town of Essex of and from all claims or damages whatsoever arising or caused by any of the acts or negligence or otherwise of the employees of the Proponent referred to in this paragraph, except to the extent that such liability for damage was caused by the negligent act or omission of the Town and their employees, agents or Proponents.

7. Protection of Property

The Proponent shall be held responsible by the Town for all damage caused by the Proponent and employees, or sub agents of the Proponent, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work carried out under this contract. Additionally, the Proponent will be required to make good all such damage at his own expense to the satisfaction of both the owner and the Town of Essex.

8. Scope of Work

The successful Proponent hereby proposes to provide any required goods, supplies, services and maintenance to Harrow Arena concessions with adequate, knowledgeable and qualified staff, supervisors and managers for the specified dates and times as identified for the 2023/24 hockey season including but not limited to the following:

The Proponent is encouraged to use innovation when developing its Proposal and propose revisions or alternatives that are considered beneficial to the Town, however,

in so doing these would be over and above the requirements of this Proposal and shall not be deemed as an alternative to the requested scope of work stated in this Request for Proposal.

8.1 Facility Information - Harrow Colchester South Community Centre

- This complex houses a regulation sized ice rink with three quarter seating area for spectators and the fourth quarter will accommodate any patrons who wish to stand;
- The approximately forty-eight thousand (48,000) square feet building located at 243 McAfee Street in the Harrow Centre and provides amenities such as two community rooms, staff office space, dressing rooms, and dedicated lobby space with seating area for eating;
- Regular hours are between 7:00 AM and 11:00 PM during regular ice season which typically runs from beginning of September through until approximately mid-April; however, the proponent is welcome to operate during the summer hours. Should this be the case, the proponent will pay the regular monthly rate while operating outside of the regular ice season schedule;
- The facility is the home to Erie North Shore Minor Hockey Association, Skate Harrow and to various adult user groups, recreational and competitive hockey leagues as well as two weekly sessions of public skating, one Friday afternoons and one Sunday afternoon;
- All potential bidders will receive a regular weekly schedule based on the previous season setting out the days and time of minor hockey, figure skating and any other team usage at the mandatory site meeting. Failure to attend the mandatory site meeting will be cause for disqualification from this Proposal process;

- The anticipated canteen operation for this season will commence at the beginning of September to mid April inclusively for the purposes of the proposal;
- The winning Proponent will be provided a more accurate start date upon awarding of contract and will be provide with an updated schedule upon request; and
- Schedule 'B' sets out the site sketch of the estimated concession area.

8.2 Proponent's Principal Duties, Responsibilities and Expectations:

The successful Proponent will provide all staff, stock, cleaning supplies and any additional equipment or fixtures required to operate the concession service at each facility during the specified "season" and shall comply with and perform the service in accordance with all applicable Federal, Provincial and municipal codes, by-laws, standards and policies, as now existing or hereafter adopted or amended including but not limited to the following:

- Federal, Provincial and municipal health (Windsor-Essex Health Unit) safety and licensing laws relating to the sale of concession goods;
- Municipal by laws to include those requiring any person or entity doing business in the town to obtain any business licensing or registering; and
- Other municipal Town policies.

In addition to the above, proposals should be tailored around the following principles or requirements:

- Proponent will determine a monthly rental fee to propose based on information provided within this Proposal document, local familiarity with each site location; nature of adjustment to each individual facility based on the 'typical ice schedule' (provided at the mandatory site meeting) and previous experience in a successful food service, customer based business;

- Proponents are asked to submit with this proposal their proposed menus, which will include an aspect of healthy alternatives as well as an itemization of pricing for each item;
- Please note: the Town has an existing agreement with Pepsi in the lobby dispensing vending machines which will continue throughout the term of the proposed lease agreement which may arise from this Request for Proposal; and
- The Proponent at their discretion may serve alternative drinks not under the Pepsi brand name in addition to those soft drinks. (slushies, coffee, hot cocoa etc.). However, soft drinks must be under the Pepsi brand;
- The Harrow Colchester South Community Centre concession, may sell tape, laces etc. if it so chooses to incorporate the same into their product line. If so, include with items to be sold together with price as noted above);
- Absolutely no alcohol, marijuana, vape, nicotine, or tobacco products of any nature, brand or kind are to be sold in either facility;
- Proponents are to ensure all concession supplies and/or repair services are to be scheduled with all vendors during regular arena hours of 9:00 a.m. and 4:00 p.m. and shall not interfere in the regular routine or schedule of the facility;
- Proponents must ensure all concession stock, supplies and service calls are under their business name. At no time will the Proponent or their staff represent a purchase, charge, repair or service call to be under the Town of Essex name;
- Proponent's must submit with their proposal, the hours of operation for the concession facility based on a seven day week;

Regular hours of operation for the Harrow and Colchester South Community Complex are from 7:00 a.m. to 11:00 p.m.;

- Proponent is to ensure the Harrow and Colchester South Community Complex concession is fully operational as soon as possible. The proponent is to work with the

Manager, Parks and Facilities, to ensure this date is coordinated accordingly, and the anticipated date must be included in the proposal;

- Proponent will run a regularly scheduled and posted concession operation at the facility continuously without interruption or shut-down throughout the term of the Lease Agreement;
- Proponent agrees that any interruption of in excess of a continuous seven day period without proper written notification and valid reasoning to the Manager of Parks and Facilities, or their designate, will be considered abandonment and full termination of the Lease Agreement at which time the Town of Essex will re-enter and take immediate possession of the premises including but not limited to all stock, inventory, supplies and equipment and will deem the last month's rental deposit to be first applied to any outstanding compensation due for both facilities and should any remaining debt, outstanding payment, or amount due from any damages or loss of Town equipment or inventory hold the Proponent liable and will take whatever action necessary to re-coup any loss;
- Proponent will produce their proposed staff schedule which will define the qualifications of management and staff, the number of full and part time positions and the training either received or will be received prior to opening of each concession;
- All scheduled shifts, including any clean-up shall not conflict with hours of the operation of each individual facility;
- Should the Proponent wish to decrease or limit hours of operation at either facility to adjust or fluctuate to maximize productivity, the Proponent will have to note the same within their Proposal;
- Proponents must schedule their hours of operation of the concession to accommodate the best available service during ice games, tournaments, festivals, etc. and allow an adequate period of time prior to and following a shift to set up and clean each concession at the end of the shift;

- A list of their potential staffing schedule which will also indicate how many full and part-time employees they intend to employ at each separate facility;
- The Proponent must ensure that only staff members employed by the Proponent are in the leased area at any time during business hours;
- The Proponent shall at all times provide a site superintendent or supervisor who is well qualified to direct the work being performed and who exhibits a high standard of integrity, co-operation and professionalism during performance of the operation. In addition, the Contractor, through his/her superintendent and workers shall present and maintain a positive image of the Contractor and the Town of Essex, as befits the Contractor's relationship working in the Town facility;
- Proponents are to ensure that all their staff members represent the Proponent and the municipality in the best manner at all times. (no use of any other facility patrons etc.);
- Where the Manager of Parks and Facilities, or their designate, deems the site superintendent or supervisor directing this concession agreement to be not performing to the above standards of conduct, the Contractor shall replace this site superintendent or supervisor with another supervisor forthwith. This decision by the Manager of Parks and Facilities, or their designate, will be final and will not be grounds for any additional compensation cost or schedule adjustment claims;
- Proponents must submit any intended or proposed uniform or clothing choice for all staff members, if any; including colour, style and branding or other visual sponsorship or advertising;
- Proponents must ensure that all staff members wear enclosed, slip-resistant footwear at all times during their shifts;
- The Proponents will be responsible to maintain the cleanliness of all equipment in accordance with any rules, best practices as deemed necessary. Cleaning of food areas must conform to any local boards of Health standards and practices;

- Proponent is to supply all cleaning supplies. The Town will not be furnishing any cleaning supplies of any kind or nature included but not limited to cleaners, disinfectants, towels, brooms, pails, gloves etc.;
- All counters, dispensers, dishes and work surfaces are to be properly cleaned and disinfected at the end of each shift in accordance with Health Unit Regulations;
- All floors are to be properly swept, cleaned and disinfected at the end of each shift.
- Proponents and their staff are to properly clean and disinfect, deodorize, treat all equipment following each shift.
- Proponent must separate and dispose of all paper and recyclable products separate and apart from regular garbage and properly contain the same during and following each shift. At no time will garbage or recyclables be left in either concession area following a shift. The Town will provide further details of site disposal to the winning proponent;
- Proponent will make proper arrangements for the disposal of all fryer grease and will maintain each facility's fryer in a clean and sanitary state at all times changing any grease and oils to properly maintain a top quality of fried foods;
- Proponent must ensure that all freezers, refrigerated areas and stock room areas receive a thorough cleaning on no less than a monthly basis;
- Proponent is to clean through each shift the chairs and table food area (4 tables in lobby) as well as maintain the cleanliness of the condiment table or shelves outside the canteen area under the front counters located at the Harrow and Colchester South Community Complex;

The winning Proponent and the Manager of Parks and facilities will together perform a thorough inventory and state thereof, of all Town owned inventory and equipment and will mutually sign-off on an agreed upon listing to be attached to the Lease Agreement;

- Proponents are to maintain the original state of Town owned equipment and inventory and must use the same in the proper manner in which it was intended;
- Proponents are to maintain all perishable stock, product, inventory and supplies in the freshest state at all times. Proponents are to make regular examination of their stock to insure all 'best before' and 'expired' dates are not exceeded;

Proponents must review and seek prior approval by the Manager of Parks and Facilities, or their designate, for any and all signage, including advertisement or publicity of any promotion of the winning Proponent's concession. No personal or business promotion of any business other than the specified concession will be advertised or promoted during any period of the contract or lease agreement;
- Proponents shall provide, on the request of the Manager, Park and Facilities, or their designate, full access to any of the Bidder's additional equipment whether leased or owned to confirm, to the Town's satisfaction, that the Bidder's equipment are adequate to perform the work;
- The Proponent will be required to submit the agreed upon remuneration payment for the facility upon entry of the facility, tentatively scheduled for October 1st 2023, and thereafter on the first day of each month for the duration of the lease agreement. The Proponent will further provide the "last months" remuneration or rental payment on upon signing of the lease agreement;
- In addition to the first and last month's rental payments the Proponent will be required to pay an additional \$1,000.00 as a damage deposit. Upon finalization of the term of the Lease Agreement, the Manager of Parks and Facilities, or their designate, will perform a thorough examination of each leased concession area, all Town owned and inventoried equipment, supply rooms etc. and access that no damage or destruction or loss of equipment has occurred and the Damage Deposit will be refunded back to the Proponent less any evaluated damage or destruction or loss;

- The Proponent agrees that any Lease Agreement which may result from this Request for Proposal is for the 2023-2024 ice season only and subject to any other restrictions as herein noted;
- If at any point during the term, the Town does not find the Proponent living up to the standard of expectation and the level of commitment as submitted under this Proposal procedure, the Town, at its discretion shall have the full authority to terminate the lease agreement and to use any monies from the last month's rent deposit to recoup its loss towards any damage or outstanding account(s) and to invoice the Proponent for any further amount deemed outstanding;
- The Proponent agrees that the Manager of Parks and Facilities and or their designate will have the authority to make unannounced performance assessments during the regular hours of operation as identified by the Proponent through this proposal process.
- The Proponent will immediately notify the Manager of Parks and Facilities, or their designate, in writing of any problems, issues, concerns, repairs or damages to Town equipment, Town leased equipment or Town mechanical fixtures, Town utility services or Town structures requiring attention immediately. At no time will any report made, whether verbal or written to any other municipal management, staff, and or council be deemed as proper and adequate notification;

8.3 The Town will provide the following to the awarded Proponent:

- All utilities including telephone, heat and air conditioning;
- Unrestricted access to their leased concession and storage areas during each facilities regular business hours; and
- Provide access to the removal and disposal of properly discarded solid waste and recyclables from both locations

9. Evaluation of Proposals

A panel will independently evaluate each proposal using an established scoring matrix (below). The Town reserves the right to amend the scoring matrix at its discretion, with any amendments being applied consistently to every proposal received.

9.1 Scoring Matrix

Criteria Score	Maximum
Qualifications of proponent, senior staff, management, supervisors and staff employed	25
Financial compensation to the Town of Essex	10
Experience, stability, reputation in the food service industry	25
Understanding of proposal's intent and the best value and interest of the Town	15
Business plans, including menus, pricing, and staff schedules	25
Total	100

10. Interviews (Optional) – 30%

The purpose of the Interviews will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team so as to validate and to make final adjustments, if required, to the evaluation results of the written Proposal. In advance of the Interviews, each Proponent will be invited to make a presentation and will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the Interviews. If Interviews are required, only 70% of the total score under Section 9.1 will be counted (i.e. $100\% \times 0.7 = 70\%$) and the balance of 30% (i.e. $100\% \times 0.3 = 30\%$) will be counted for the Interviews.

11. Conflict of Interest

Proponents participating in this Request for Proposal process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Essex may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved.

12. Terms of Contract

The terms of the contract are expected to commence on October 01, 2023 and shall terminate on August 31, 2024 with an option (2 years) of extension up to August 31, 2026 at the sole discretion of the Town of Essex. The Monthly Enumeration/Rent in the RFP shall be apply for the period October 01, 2023 to August 31, 2024. This Monthly Enumeration/Rent shall be adjusted effective June 01 each successive year until the end of the contract. Adjustment will be based on the Consumer Price Index, as published by Bank of Canada.

13. Quantities, if applicable

The quantities as set out in the Form of Proposal are approximate only and are given as a basis for submitting proposal.

14. Litigation with the Town

No Proposal submission will be accepted from any Proponent or any related company who has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding, without the prior approval of the Town Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this Request for Proposal.

15. Reservation of Rights

Proponents will not have the right to change conditions, terms or prices once a Proposal has not been submitted in writing to the Town, nor shall proponents have the right to withdraw a Proposal once it has been submitted.

16. Omissions and Discrepancies

All proponents should carefully review this Request for Proposal for errors or questionable matter. Should a Proponent find discrepancies in or omissions from the proposal documents including any schedules, drawings or appendices, or should the Proponent be in doubt as to their meaning, require any further clarification or have any questions pertaining to the Proposal documents, the Proponent must address their concerns in writing to the Corporate Contact as identified under the section herein titled Corporate Contact.

No oral interpretation shall be made to a Proponent as to the meaning of any of the proposal request documents or be effective to modify any of the provisions of the request documents.

Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these errors or omissions have not been brought to the attention of the Town of Essex as per the Terms set out in this Request for Proposal.

17. Harmonized Sales Tax (HST)

Changes in taxes due to the introduction of the new Harmonized Sales Tax became effective July 1, 2010. Proponents will be required to provide invoices that meet the Town's reporting and information requirements as it pertains to the Harmonized Sales Tax.

18. Procurement Policy By-Law/Governing Law

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Disposal of Goods and Services By-Law Number 1043, respecting purchasing (copy available upon request). By submitting a Proposal for this project, the Proponent agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

19. Addenda

The Town of Essex may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein. Any addenda issued after the posting of this Request for Proposal will be published on the Town's website at www.essex.ca up to and including the closing date as indicated in Section 3. It is the sole responsibility of the Proponent to review and respond to published addenda issued following the issuance of this Request for Proposal in their submissions.

If addenda are issued prior to three days of closing this Request for Proposal, the closing date of this Request for Proposal may be adjusted accordingly.

The following apply regarding any request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification by fax or email to the RFP Corporate Contact, or as may otherwise be directed by the RFP Corporate Contact.
- (b) In submitting a request for clarification, a Proponent must include its address, telephone number, facsimile number and email address.
- (c) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page.
- (d) **Requests for clarification must be submitted on or before September 07, 2023.**

The Town of Essex will provide Proponents with written responses to questions that are submitted in accordance with the above mentioned. Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on the Town's website at www.essex.ca. In answering a Proponent's questions, The Town of Essex will set out the question(s), but without identifying the Proponent that submitted the question(s) and may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude questions that are either unclear or inappropriate; and
- (c) answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

20. Method of Submission

20.1 Delivery of Proposals

- Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail;
- Delivery of Proposals through a Courier Service shall be the responsibility of the Proponent and shall result in the submission being rejected where:

- The Proposal is delivered to a location other than that stated on the label provided by the Owner;
- The Proposal Envelope or Package enclosed in the Courier Envelope does not state "Proposal Documents Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
- The Proposal is delivered later than the closing date and time.

20.2 Delivery Label

The Proponent delivery label as supplied in Appendix C, by the Town of Essex, as part of this Request for Proposal and identified in Section 20.4 of the Mandatory Requirements must be affixed to the outside of the Proponent's envelope without any extra covering.

For Courier delivered documents, please ensure that the Proposal response is enclosed within a separate envelope inside the Courier packaging with the Proponent Delivery Label affixed to the exterior as identified above.

20.3 Submissions by Facsimile or Email

Proposal forms submitted and received by facsimile or email from any Proponent will be a breach of this Request for Proposal and will result in the total rejection of any and all Proposals received, or to be received, from such Proponent in any form, under this Request for Proposal.

20.4 Mandatory Requirements

The Proponent is requested to adhere strictly to all requirements and complete all sections of this Request for Proposal including all appendices and addenda. Failure to do so may be sufficient cause for rejection of the Proponent's Proposal. Submissions under this Request for Proposal must include the following Five (5) items:

- i. Proposal Submissions as per Section 8
- ii. Appendix A – Proponent Identification Sheet

- iii. Appendix B – Proposal Acknowledgement and Addenda Documents Received
- iv. Appendix C – Proponent Delivery Label
- v. Appendix D – Pricing for Request for Proposal

21. Award of Contract

The successful proponent, once determined, will enter into a standard rental/lease Agreement with the Town of Essex for the agreed upon terms, conditions, rent etc.

22. Final Awarding Information

The Proponent agrees that by submitting a Proposal in response to this Request for Proposal that the Town has no obligation to reveal any information regarding any Proposal submitted to the Town including the results of the Request for Proposal process or any reason for its decision in the choice of a Proponent or Proponents.

23. Appendix A – Proponent Identification Sheet

(Must be returned with Proposal)

Request for Proposal RFP-CS-23-004

Concession Services for Harrow and Colchester South Community Centre

Name of Proponent/Business: _____

Contact Person's Name: (if applicable) _____

Mailing Address: _____

City and Province: _____

Postal Code: _____

Telephone Number: _____

Facsimile Number: _____

Cell Phone Number: _____

Email Address: _____

Signing Authority Name (if applicable): _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

24. Appendix B – Proposal Acknowledgement and Addenda

Documents Received

(Must be returned with Proposal)

Request for Proposal RFP-CS-23-004

Concession Services for Harrow and Colchester South Community Centre

By affixing my/our signature below, the Proponent or authorized agent, hereby acknowledges and confirms the following four (4) paragraphs:

- I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a Proposal on Request for Proposal number RFP-CS-23-004.
- I/We declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Proposal for the supply of the same goods and services.
- I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our Proposal to the Corporation of the Town of Essex for the goods and services described herein.
- I/We acknowledge that I/we have received all addendums up to and including the last number itemized below and as issued to this Request for Proposal by the Corporation of the Town of Essex. And further, acknowledge that it is my/our responsibility to ensure that I am in receipt of all addenda issued to this Request for Proposal.

Number of last addendum: _____

Description of last addendum: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

25. Appendix C – Proponent Delivery Label

(Must be returned with Proposal affixed to the outside of the envelope)

Request for Proposal RFP-CS-23-004

Concession Services for Harrow and Colchester South Community Centre

Proponent Return Label:

From: _____

Address: _____

City etc.: _____

Contact: _____

Phone: _____

Deliver To:

The Corporation of the Town of Essex
Attention: Jackson Tang, Assistant Manager, Business Services
33 Talbot Street South
Essex, Ontario N8M 1A8

26. Appendix D - Pricing for Request for Proposal

(Must be returned with Proposal)

Request for Proposal RFP-CS-23-004

Concession Service for the Harrow and Colchester South Community Centre

Pricing:

In setting out prices Bidders must consider all facets of running, staffing, stocking and maintaining the municipal canteen in accordance with the scope of work set out in this proposal documents.

Pricing shall represent the monthly rental remuneration which will be payable to the Town of Essex on the first day of each and every month for the term of the contract. Proponents should use all available information in order to determine a monthly rent.

By setting out a monthly rental amount herein, the Town reserves the right to further negotiate the amount to the joint satisfaction of both parties. The amount stated by the Proponent will not be the determining factor by the Town in their evaluation or choice of a winning Proponent. The winning proposal will be the one which best represents the Town of Essex interests.

The Proponent will, at the time of signing of an agreement turn over cash or certified funds equivalent to the first and last month's rent for each facility separately. The remaining "rent" will be turned over at this time in the form of post-dated cheques separately for each individual facility.

Monthly Enumeration/Rent excluding (Harmonized Sales Tax) 13% H.S.T. for

Canteen at the Harrow and Colchester South Community Complex \$ _____

Name of Proponent/General Contractor: _____

Signing Authority Name (if applicable): _____

Date of Signature: _____

Proponent or Signing Official Signature: _____

I have the authority to bind this Corporation

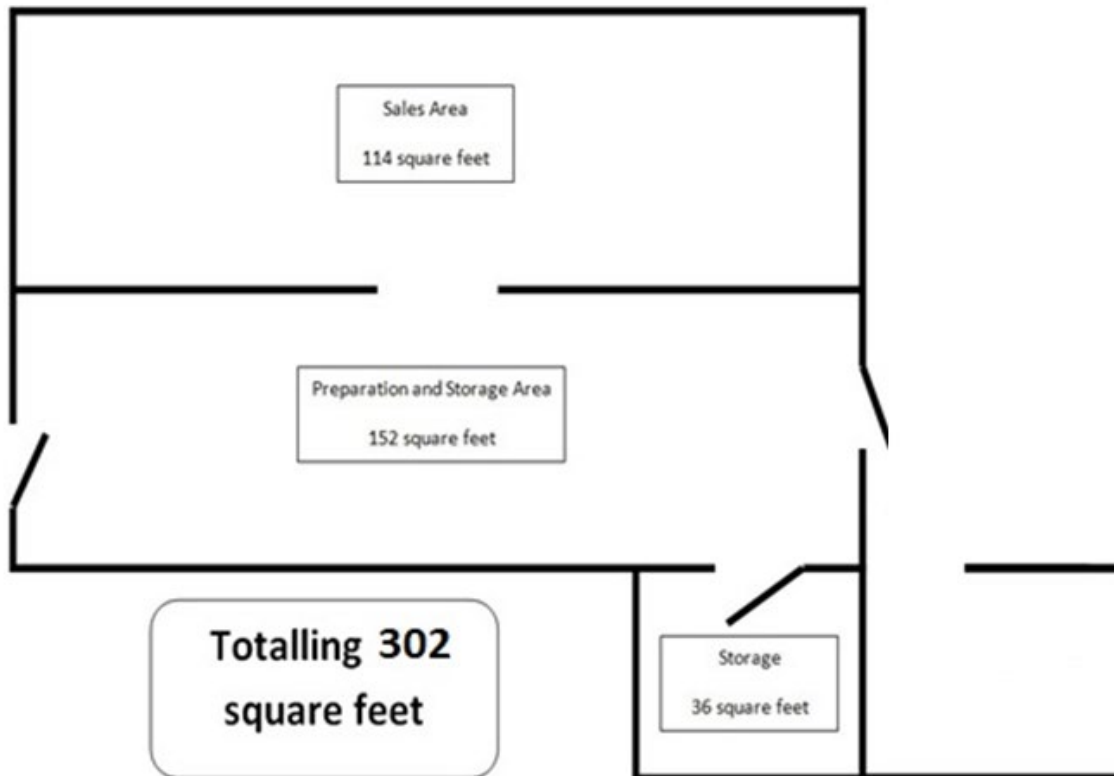
Corporate Seal (if applicable)

27. Schedule B – Harrow and Colchester South Community

Complex Concession Area Sketch

Sketch not to scale

Harrow Canteen



28. List of Tournaments, Competitions and Other Special Events

Early September – Harrow Sailors Hockey School

January to March – Playoffs for Minor Hockey Organizations

March 2 – Skate Harrow Carnival

End of March – Harrow/Colchester South Minor Hockey Association Day of
Champions

Early April – Royal Canadian Legion Hockey Tournament

Public Skating Times:

** September 11-October 30: Fridays and Mondays 3:30-5:00pm

** October 31- March: Fridays and Sundays 3:30-5:00pm

END