



The Town of Ingersoll

**Request for Proposal (R.F.P)
Operation of Former Canteen Space at the Ingersoll
District Memorial Arena**

CS-2022-09 Request for Proposal

**SIGNED, SEALED SUBMISSIONS WITH CONTENTS CLEARLY
MARKED ON THE OUTSIDE OF THE ENVELOPE WITH RETURN
ADDRESS**

will be received up to and including:

11:00 A.M. Local Time, Tuesday November 1st, 2022

Request for Proposal forms may be obtained by emailing

Joe Sym

Manager, Facility Operations

joe.sym@ingersoll.ca

Or [Download from the Town Website](#)

Please Contact:

Joe Sym

519-200-4227 x 6272

joe.sym@ingersoll.ca

Note: The lowest or any Proposal Submission will not necessarily be accepted.

Former Canteen Space Operations R.F.P.

September 26, 2022

The Town of Ingersoll Is Requesting Proposals for the operation of the former canteen space at the Ingersoll District Memorial Arena for a three year term. Submissions must show prices for each individual year separately, as well as prices for the entire term of the proposal. **Submissions are limited to canteen operations only, no other uses and proposals for this space will be accepted. Canteen items should include hot and cold drinks and small handheld food and snack items**

Written submissions will be received until **11:00 A.M. Local Time, Tuesday November 1st, 2022** by mail/in person to Victoria Park Community Centre, 355 Wellington St, and addressed to the undersigned. The lowest or any R.F.P. will not necessarily accepted.

Joe Sym
Manager, Facilities Operations
Town of Ingersoll
97 Mutual Street S.
Ingersoll, Ontario
N5C 1S6

Phone - 519-485-5023 x 6272
Email – joe.sym@ingersoll.ca

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PART A

1: SCOPE OF WORK

This R.F.P. is designed to allow all interested parties to make a submission on the operation of the Ingersoll Memorial Arena canteen space. Written submissions will be received until **11:00 A.M. Local Time, Tuesday November 1st, 2022** by mail/in person to Victoria Park Community Centre, 355 Wellington St.

2: TERMS AND CONDITIONS

OTHER CONTRACTORS:

Operation of the former canteen space to be done by the submitted party. Parties bidding on the operations shall not present a bid which presumes to sub-contract the work or any portion thereof.

The Town reserves the right to contact any contractor to provide the service in any emergency situation

DURATION

The effective duration of the R.F.P. will be 3 years. The Town of Ingersoll will reserve the right to utilize the space for special events held at the Ingersoll District Memorial Arena.

OPERATION HOURS

The hours of operation will strictly be at the discretion of the successful bidder. If submitting an R.F.P. to run a canteen out of the space then the canteen must be open for all minor sports games and special events. The Town of Ingersoll will not be responsible for the staffing of the space at any time during the term of the R.F.P.

VIEWING REQUIREMENTS

All parties must view the concession space prior to submitting a proposal to view the space and existing equipment. To set up a time to view the space either call or email Joe Sym at 519-485-5023 x 6272 or joe.sym@ingersoll.ca

OPERATIONAL INFORMATION

The canteen is located in the lobby of the Ingersoll District Memorial Arena. In past years, the canteen has sold confectionery items such as soft drinks, hot drinks, slushies, candies, chips, fries and hot dogs. If submitting an R.F.P. to run a canteen out of the space, then the bidder must provide a description of the menu they will plan to serve. Healthy options preferred.

The Town of Ingersoll will not be responsible for the management or daily operations of the former canteen space i.e.: scheduling of staff, ordering of product, cleaning of canteen, repairs to equipment.

EQUIPMENT PROVIDED

Equipment currently available in the canteen;

- Deep Fryer
- Griddle
- Deep Freeze
- Microwave
- Hot Dog Roller
- Cash Register
- Coffee and Hot Chocolate (supplied on contract through coffee supplier)

Any equipment supplied through a contract with a supplier must be returned to the supplier if the successful bidder does not renew the contract.

TRAINING EXPECTATIONS

The successful bidder will be required to train all staff, volunteers etc. in the following.

- WHMIS
- Food Handling (if running canteen)
- Health and Safety Training (proper use of fire extinguishers, all equipment, emergency evacuation etc.)

If operating as a canteen, the canteen will be subject to inspections from the Southwestern Public Health on a regular basis.

CUSTOMER SERVICE

The successful bidder will ensure that staff are providing excellent customer service at all times. There must be a contact name and number of the successful bidder in the

event there is a need for staff or Town staff to contact them at any time the former canteen area is open.

FINANCIAL

The Town of Ingersoll will hold no financial responsibility or obligation for the operation of the former canteen area i.e.: staffing costs, accounts payable, accounts receivable, debts etc.

INSURANCE AND INDEMNIFICATION

The successful bidder shall, at its own expense, obtain and maintain until the termination of the contract, and provide the Town with evidence of:

- I. Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars and shall include the Town as an additional insured with respect to the bidder's operations, acts and omissions relating to its obligations under this Agreement, such policy to include personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross-liability and severability of interest clauses;
- II. WSIB Registration and coverage in accordance with the applicable regulatory requirements for the Employer and any Worker that may be dispatched to undertake work on Town Property, appropriate to the type and quantity of work proposed to be provided – see below for specific proof requirements.
- III. The successful bidder shall not commence work until such time the evidence of insurance has been filed with and approved by the Manager, Facilities Operations. The successful R.F.P. shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.
- IV. The successful R.F.P. shall indemnify and hold the Town harmless from and against any 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 Tenderer, it's agents, officers, employees or other persons for whom the Tenderer is legally responsible.

WORKPLACE SAFETY & INSURANCE BOARD

The successful R.F.P. shall furnish a Letter of Good Standing from the Workplace Safety and Insurance Board. This letter shall be furnished prior to commencement of work. The successful Tenderer further agrees to maintain that good standing throughout the contract period. The successful R.F.P. will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board from time to time during the contract and/or prior to final payment.

PART B

1. INFORMATION TO BIDDER

Bidders received by the Town later than the specified closing time will be returned unopened to the tenderer

A Bidder who has already submitted a R.F.P. may submit a further R.F.P. at any time to the official closing time. The last bid received shall supersede and invalidate all bidders previously submitted by that bidder as it applies to this R.F.P.

A Bidder may withdraw a submitted R.F.P. at any time up to the official closing time by a letter bearing a signature and/or seal as in the original tender. Withdrawal requests received after the tender closing time will not be permitted.

In the event that only one R.F.P. is received at time of closing, the Manager, Facilities Operations or an appointed delegate will either open or reject the R.F.P. A rejected R.F.P. will be returned unopened to the bidder. A decision to re-tender will be made respectively by the Manager, Facilities Operations.

Any and all changes to the terms, conditions or specifications required before R.F.P. closing, will be issued by the Manager, Facilities Operations in the form of a written Addendum. If Addenda are issued, the Tenderers in the appropriate section of the R.F.P. must acknowledge their receipt. The Corporation of the Town of Ingersoll (hereinafter referred to as the Town) will assume no responsibility for oral instruction or suggestions.

Please fax or e-mail back confirmation of addenda.

Bidders are to refer to the standard terms and conditions herein. Your bid and any resultant agreement will be based on these terms and conditions unless otherwise agreed to in writing.

The Town reserves the right to accept or reject any and all R.F.P.

Bidders are to remain firm for a period of sixty (60) days from date of R.F.P. closing date.

The acceptance and award of the R.F.P. and execution of an agreement, contract or purchase order may be subject to approval by Town Council. Questions on any part of this tender should be referred to Joe Sym, Manager of Facility Operations at 519-485-5023 x 6272, Mon.-Fri. 8:00 a.m. to 4:00 p.m.

2. INSTRUCTION FOR BIDDERS

REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the R.F.P., the successful Bidder is required to submit the following documentation in a form satisfactory to the Town for execution within ten (10) working days after being notified to do so in writing:

- 115012008. Insurance Documents
- 115012816 Letter of Good Standing with W.S.I.B.

If the Bidder for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the Town reserves the right to accept any other, advertise for new bidders or carry out the work in any way as the Town may, at its sole discretion, deem best.

If the bidder expressly or by implication repudiates the contract herein, the Town may terminate this contract immediately upon written notice and immediately drawn upon said irrevocable letter of credit as liquidated damages.

Notwithstanding the above, the Town shall retain any other right, which it may have in law to claim for any other damages, which it may suffer as a result of the bidder's breach of the provisions set forth in this contract.

PAYMENT

This is to advise that payment terms are net thirty days and all payments will be made to "The Town of Ingersoll" due on the 1st day of each month of contract.

CONTACT PERSON

Additional information or clarification of any of the instructions or information contained herein may be obtained from Joe Sym, Manager of Facility Operations, at 519-485-5023 x 6272, or by e-mail at joe.sym@ingersoll.ca

TAXES

Harmonized Sales Tax (HST)

CONTRACT PERIOD

The Town will require the use of Former Canteen Space Operations for the contract period beginning September 1, 2022 to April 14, 2025. (September 1 - April 14) each year.

TOWN POLICY

The successful bidder/representative shall meet with the Joe Sym, Manager of Facility Operations at a mutually convenient time PRIOR to undertaking any work in order to familiarize themselves on Town Policies, Standards and Methods.

INSPECTION

Bidders shall carefully examine these documents and the site of the work in order to satisfy themselves by examination as to all local condition affecting the contract and as to the detailed requirements.

PART C
SUBMISSION OF PROPOSAL DOCUMENTS

Please ensure your Proposal Submission includes the following documents:

- Schedule of Items and Prices
- Form of Proposal
- Respondent's Information Form
- Form of Tender
- Proponent's Experience and References
- Confirmation of Health and Safety Form
- Proposal Execution

I/We the undersigned have read the tender documents and schedules and submit our firm tender to provide contract Operation of Canteen Services to the Town for the three year period starting September 1, 2022 to April 14, 2025.

SCHEDULE OF ITEMS & PRICES

I/We the undersigned have read the R.F.P. documents and schedules and submit our firm R.F.P. to provide contract Former Canteen Space Operations to the Town of Ingersoll for a period of 3 years 2022-2025.

	BID AMOUNT	HST	TOTAL
2022-2023 Yearly Amount	\$		
2023-2024 Yearly Amount	\$		
2024-2025 Yearly Amount	\$		
2022 to 2025 Total Amount	\$		
Liability Insurance: Company: Policy Number: Coverage Amount: \$			

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

FORM OF PROPOSAL

FOR THE PROVISION OF: Operation of Canteen Space
AS SUPPLIED BY:

FIRM NAME

ADDRESS & POSTAL CODE
HEREIN AFTER CALLED THE "RESPONDENT"
TO: THE CORPORATION OF THE TOWN OF INGERSOLL
355 Wellington St
Ingersoll, ON, N5C 1T2
HEREIN AFTER CALLED THE CORPORATION

THE RESPONDENT DECLARES:

- I. No person(s), firm or corporation, other than the Respondent, has any personal interest in this Proposal or in the award for which this Proposal is made.
- II. No member of Council, officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
- III. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same and is in all respects without collusion or fraud.
- IV. By signing this Submission, I confirm I have read and understood the content and requirements of this Proposal document.

LOWEST OR ANY PROPOSAL SUBMISSION NOT NECESSARILY ACCEPTED

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda.

ADDENDUM # _____ DATE RECEIVED: _____

Check here if NO Addenda received

DATED AT _____ THIS _____ DAY OF _____ 2022

SIGNATURE OF WITNESS & SIGNATURE OF RESPONDENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

RESPONDENT INFORMATION FORM

Respondents must complete this form and name one person to be the contact for the R.F.P. response and for any clarifications or amendments that might be necessary.

1.	Full Legal Name of Respondent:	
2.	Any Other Relevant Name Under Which the Respondent Carries on Business:	
3.	Street Address:	
4.	City, Province/State:	
5.	Postal/Zip Code	
6.	Office Toll Free Number (if any):	
7.	Office Phone Number:	
8.	Office Fax Number:	
9.	Company Website (if any):	
10.	WSIB Clearance Number (if applicable):	
11.	HST Account Number:	
12.	R.F.P. Contact Person's Name and Title:	
13.	R.F.P. Contact Person's Office Phone Number:	
14.	R.F.P. Contact Person's Cell Phone Number:	
15.	R.F.P. Contact Person's Fax Number:	
16.	R.F.P. Contact Person's E-mail:	

RESPONDENT'S NAME & TITLE

SIGNATURE

DATE

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

FORM OF TENDER

TOWN OF INGERSOLL
Operation of Canteen Space

Company Name: (hereinafter called the "Proponent")	
Head Office Location:	

I/We (representative)

Having carefully examined the locality and site of the proposed works and all other quote documents relating thereto, including the contract drawings (if any), information to bidders, general conditions, schedules, form of quote and addendum/addenda inclusive, hereby quote and offer in accordance therewith to enter into a contract within the prescribed time, to construct the said work in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time, and to furnish all labour, materials, tools, plant, matters, and things necessary therefore, complete and ready for use within the time specified for the sum, including HST, of

_____ (printed)

(\$ _____)

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

PROPONENTS EXPERIENCE AND REFERENCES

Please provide three (3) references of accounts that your firm has provided similar service within the last five years. References will be equal in complexity and services requirements as outlined in this Quote.

The Corporation reserves the right to contact any and all references. The Corporation defines a reference as any reference supplied within a Quote submission, in addition to any others known to the Corporation.

Project title, type of work, year completed	Client	Contact Name & Phone Number

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Contractor(s):

The Town of Ingersoll is committed to:

- I. The prevention of workplace injury and illness to all workers at Municipal locations.
- II. The belief that contractor safety is compatible with the safety policy of the Town and is good business.
- III. Assuming a leadership role by citing contractors for any violations of the contract.
- IV. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.
- V. For long term contracts, or contracts involving pre-selected contractors, the Town reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Town.

Contractor's Statement of Responsibility:

As a contractor retained to perform work for the Town of Ingersoll, I/we accept the following health and safety responsibilities:

- I. I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies and procedures, department and site specific policies and procedures and all applicable legislation or regulations.
- II. I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of work.
- III. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional, or Satisfactory-Unaudited.
- IV. I/we will advise the Town if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Town with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

Contractor / Name of Person Signing for Contractor

Signature of Contractor Date

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

PROPOSAL EXECUTION

We agree that:

- 1) This Proposal will be irrevocable until the expiry of the acceptance period stipulated in the Terms and Conditions and that failure to leave the Proposal so open shall result in forfeiture of the Proposal Deposit as liquidated damages: and
- 2) Notification of acceptance of the Proposal shall be in writing, and may be sent by prepaid post; and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification; and
- 3) We will commence the Work as specified, proceed continuously, and complete all Work within the time provided for in the above "Completion Date"; and
- 5) The Contract Work shall be performed in accordance with the terms and the requirements of the Contract Documents and
- 6) We and/or our subcontractors will carry out any additional or extra Work (including the supply of any additional materials or equipment pertaining thereto) or will delete any Work as may be required by the Town in accordance with this Contract.

We declare that:

This Proposal is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Proposal for the same Work and in all respects fair and without collusion or fraud; and

No member of the Municipal Council, and no officer or employee of the Town is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

Dated at _____ this _____ day of _____ 2022

Name of Witness

NAME OF RESPONDENT

Signature of Witness

AUTHORIZING SIGNATURE OF RESPONDENT

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION