



REQUEST FOR TENDER
for the provision of service for

Snack Bar Concession at S.G Nesbitt Memorial Arena

Tender Information No. CSD 17-07

Issue Date: August 15, 2017

Site Visit: Mandatory, by appointment

Closing Date: Tuesday August 29, 2017 @ 12:00 noon local time

Opening Date: Tuesday August 29, 2017 @ 1:30 pm, Minden Hills Boardroom

Address: Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0

Attention: Mark Coleman, Director of Community Services

**Last Day for
Inquiries:** Friday August 25, 2017

Bidder Information

Name/Company: _____

Address: _____

**LATE TENDERS WILL NOT BE ACCEPTED.
THE LOWEST OR ANY TENDER MAY NOT NECESSARILY BE ACCEPTED.**

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1.0 GENERAL CONDITIONS

1.1 Tender Handling

The handling of the Tender document(s) will be in accordance with the Township of Minden Hills Policy No. 17 governing the procurements of goods and services, and this Tender document.

1.2 Tender Submission Mandatory Requirements

All Tenders must be completed in hard copy and submissions must include all Appendices attached to the RFT document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be tendered according to instructions contained within the Tender Documents.

- Appendix A – Submission Requirements
- Appendix B – Concessionaire Responsibilities
- Appendix C – Experience, References & Contingencies
- Appendix D - Suppliers & Subcontractors
- Appendix E - Bidder Information
- Appendix F – Declaration Form
- Appendix G - Accessibility Regulations for Contracted Services
- Appendix H – Health & Safety Declaration
- Appendix I - Price, Detail & Warranty Schedule
- Appendix J - Guarantee of Performance/Cancellation Acknowledgement
- Appendix K - Agreement Acknowledgement
- Appendix L - Contractor Performance Report
- Appendix M - Delivery Notice

Tenders must be submitted in a sealed envelope with Appendix M - Delivery Notice, completed and affixed to the outside. Tenders can be submitted by mail, placed in the municipal drop box located at the Administration building, hand delivered to the front counter of the Finance Department, the 2nd floor front counter or electronically as specified in the Tender Document.

Bids received after the official closing time will not be considered during the selection process.

Electronically transmitted submissions (facsimile, e-mail, etc.) will not be accepted for this Tender.

It is the responsibility of the Bidder to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Tenders that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected as per the Township's Procurement Policy.

1.3 Definitions

“**Bidder/Contractor**” Refers to any eligible entity providing a Tender.

“**Corporation/Owner/Township**” Refers to the Township of Minden Hills.

“**Form of Tender/Tender**” Refers to this document and its processes.

“**Successful Bidder**” Refers, in the event of an award, to the selected Bidder.

1.4 Tender Closing

Tenders must be received by the Township of Minden Hills on/before **12:00 noon local time on Tuesday August 29, 2017.**

In the event that an emergency, staff labour disruption or inclement weather forces the suspension of services of the Township, by closing of the office, the Request for Tender shall become due on the next business day at 11:00 am, local time, after the original closing date and time.

A Tender received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new Tender Package submission and due before the amended closing date and time. Call 705-286-1260 ext. 313 for information in the event of a suspension of service for any additional information.

1.5 Tender Opening

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden (meeting room to be determined) on **Monday August 29, 2017 at 1:30 pm.** The Successful Bidder will be notified when Council considers the Tender results at their Committee of the Whole Council meeting scheduled for **September 14, 2017** or within 3 business days from receiving council approval, whichever is shortest.

1.6 Withdrawal or Alteration of Tenders

A Bidder who has submitted a Tender may submit a further Tender at any time up to the specified time and date for the Tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder for this contract.

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Tender box. The Bidder's name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Tenders withdrawn under this procedure cannot be reinstated.

1.7 Examination of Tender Documents

Each Bidder must satisfy himself/herself by a personal study of the Tender documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed goods/services. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this request for Tender.

Prices bid must include all incidental costs and the Bidder must be satisfied as to the full requirements of the Tender. No extra work will be entertained without prior Township approval. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

1.8 Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the Tender Documents, or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received Tender Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

1.9 Addenda

If required by the Township, addenda will be distributed to all Bidders registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Township of any changes to their contact information.

If the Tender was acquired via the Township website it is the Bidder's responsibility to check the Township website at www.minden hills.ca for addenda. It is any and all Bidders ultimate responsibility to ensure all addenda have been received.

All Bidders should check the Township website or contact the Township directly as per section 2.11 – Inquiries, prior to submitting their Tender.

Bidders are required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, will constitute an automatic rejection.

1.10 Acceptance or Rejection of Tender

The Township reserves the right to reject any or all Tenders and to waive formalities as the interests of the Township may require without stating reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a Tender:

- a) When only one (1) Tender has been received as result of the Tender call;
- b) Where the lowest responsive and responsible Bidder substantially exceeds the estimated cost of the goods/services;

- c) When all Tenders received fail to comply with the specifications or Tender terms and conditions;
- d) Where a change in the scope of work or specifications is required the lowest or any Tender will not necessarily be accepted. The acceptance of a Tender will be contingent upon an acceptable record of ability, experience and previous performance.

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Township of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender document.

Each Tender shall be open for acceptance by the Township for a period of **thirty (30)** calendar days following the date of closing.

Where the Tender document does not state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

1.11 Tender Award Procedures

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Bidder that their Tender has been accepted, within **thirty (30)** calendar days of the Tender closing or within 3 business days from receiving council approval, whichever is shortest.

Notice of acceptance of Tender will be by telephone, email and/or by written notice. The Successful Bidder shall confirm acknowledgement of awarded Tender notice.

Immediately after acceptance of the Tender by the Township, the Successful Bidder shall provide the Township with any required documents within fourteen (14) calendar days of the date of notification of award or as otherwise specified in this tender document or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township of Minden Hills and the Successful Bidder.

1.12 Indemnification

The Successful Bidder shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Successful Bidders' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Bidder, its agents, officials and employees.

1.13 Ability and Experience of Bidder

It is not the purpose of the Township of Minden Hills to award this contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

The following criteria will be utilized by the Township, through references provided in Appendix C – References & Contingencies, to determine whether a Bidder is qualified to undertake the award;

- The Bidder's ability and agreement to supply the goods/services.
- The Bidder's ability to work effectively with the Townships' staff and other representatives.
- The Bidder's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Bidder is not able to supply the goods/services in a manner satisfactory to the Township.

1.14 Variation of Quantities

The Township of Minden Hills reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this Tender.

1.15 Occupational Health & Safety

The Successful Bidder must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand. The following language, requirements and conditions shall be included in all agreements with selected Bidders (and sub-selected Bidders) engaged by or on behalf of the Corporation of the Owner:

Where applicable under the Occupational Health and Safety Act (OHSA) (R.S.O.1990 C. 0.1) and regulations, made under that statute:

- a. Selected Bidders acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- b. The selected Bidder shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Owner and any applicable industry standards. The selected Bidder agrees to assume full responsibility for the enforcement of same.
- c. The selected Bidder shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.

- d. The selected Bidder shall understand that its performance will be monitored and that their overall performance will be a major consideration for future contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified.
- e. The selected Bidder shall allow access to the work site on demand to representatives of the Owner.
- f. The Owner will take all action necessary to support the selected Bidders health and safety efforts and to ensure that the Owner owned and controlled environments in the vicinity of the project are free from hazards.
- g. The selected Bidder acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Bidder or any of its sub-selected Bidders may invalidate the contract.
- h. The selected Bidder acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHSA by the selected Bidder or any of its sub-selected Bidders will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the bidder under this contract or any other contract whatsoever.
- i. The selected Bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful selected Bidder shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Bidder shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. The selected Bidder shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Bidder agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Owner.
- n. Selected Bidders with known poor safety records or with inadequate qualifications or equipment will not be considered for award.

- o. Worker safety is given first priority in planning, pricing and performing the Work;
- p. Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- q. Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- r. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- s. All subcontractors employed by the Successful Bidder to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

1.16 Workplace Safety Insurance Board (WSIB)

All Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board* on Appendix A – Submission Requirements.

The Successful Bidder shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. If exempt from coverage, proof of exemption, in the form of a letter from WSIB indicating that you do not require the coverage must be provided to the Township within ten (10) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest.

WSIB coverage must remain in effect for duration of the project as per the terms of this Tender.

1.17 Insurance Requirements

All Bidders must indicate their ability to provide *proof of* liability insurance on Appendix A – Submission Requirements, to insure against loss or damage resulting from bodily injury, death or damage to property.

The Successful Bidder shall provide proof of insurance, in the form of a proof of insurance certificate, indicating liability insurance with a *minimum coverage of five million dollars (\$5,000,000)*, with the Corporation of the Township of Minden Hills added as an additional insured party.

The Successful Bidder shall take out and keep in force the following:

- a) A comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to a limit of at least \$2,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss or damage to property and such policy shall name the municipality as an additional insured thereunder and shall protect the

municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Successful Bidder or any of his servants or agents during the execution of the contract.

- b) Automobile Liability insurance for all licensed vehicles owned, rented and/or leased by or on behalf of the Successful Contractor while on any business connected with this Tender to a limit of not less than Two Million Dollars (\$2,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof. The Successful Bidder shall obtain proof of insurance from any applicable subcontractors for the vehicles they own, rent and/or lease.

The certificate must be provided to the Township within five (5) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest.

Insurance must remain in effect for the duration of the contract as per the terms of this Tender. It will be the responsibility of the Bidder to provide the Township with any and all renewal certificates during this period.

1.18 Limited Liabilities

The Township's liability under this Tender shall be limited to the actual goods/services ordered and provided.

1.19 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the Township.

1.20 Protection of Work & Property

The Successful Bidder shall provide continuous and adequate protection of all goods from damage and shall protect the Owner's property from injury or damage arising until delivery of the goods/services. The Successful Bidder shall make good any such damage or injury.

1.21 Regulation Compliance and Legislation

The Successful Bidder shall ensure all goods/services provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

1.22 Accessibility

The Successful Bidder, and any of its employees, must ensure that the goods/services provided are accessible to all potential users, including older people and people with disabilities. Where feasible, it should:

- Be technically accessible, in that it is possible for all users to access all information and functionality;
- Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks;
- Be capable of being adapted or configured by individual users to meet their specific needs and preferences;
- Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

Refer to Appendix G - Accessibility Regulations for Contractors for information about accessibility principles and guidelines from the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*, Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR).

1.23 Agreement

The Township reserves the right to cancel the awarding of any Tender in the event that both parties are unable to agree to the terms of the contract within ten (10) days, or the commencement of the project, whichever is shortest. Please also refer to Appendix K – Agreement Acknowledgement.

In the event that your Tender is accepted by Council and confirmed by a letter from the Township, the Tender and the acceptance by Council shall constitute a binding contract between the Successful Bidder and the Township, and the Successful Bidder shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Tender documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Bidder.

1.24 Assignment of Contract

The Successful Bidder shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

1.25 Cancellation of Contract

The Township reserves the right to immediately terminate the Contract awarded to the Successful Bidder, or part thereof, at its own discretion, including but not limited to such items as non- performance, late deliveries, inferior quality, pricing problems, etc.

It is agreed by the Parties to the Contract that if the Successful Bidder should neglect to execute the service(s) properly or fail to perform any provision of this Award, the Township, after **three (3)** business days written notice to the Successful Bidder, may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be

available to the Township. Continued failure of the successful Bidder to execute the work properly shall result in a termination of Contract. The Township shall provide written notice of termination.

The Successful Bidder shall not be assessed with liquidation damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

The Township shall not be liable to the Successful Bidder for loss of anticipated profit on the cancelled portion or portions of the work.

1.26 Governing Laws

This Tender and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

1.27 Freedom of Information

Any personal information required on the Tender Form is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act)*. This information forms an integral component of the Tender submission.

All written Tenders received by the Township become a public record once a Tender is deemed complete by the Township. All information contained in the Tender document is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
Telephone (705) 286-1260

The Clerk has been designated by the Township of Minden Hills Council to carry out the responsibilities of the Act.

1.28 Contractor Performance Evaluation

Contractor performance is critical to the success of Township Projects. To end this, the Township has adopted a Contractor Performance Evaluation system, by which the Contractor's performance will be ranked at the end of the term of contract, or more frequently if deemed necessary.

The Township's Director of Community Services will complete the ranking. Once the ranking has been completed, a meeting will be set up by the Township, with the Contractor to discuss the overall ranking for performance. From this ranking will stem a

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recommendation to either allow the consultant to bid on future projects, place the Contractor on a two (2) year probation or to suspend the Contractor from bidding on any future contracts.

In the event of a dispute over the final ranking, the Contractor will have 20 days in which to appeal the decision. A copy of the Performance Evaluation form has been attached to this Tender (Appendix L – Contractor Performance Report)

1.29 Tender Package Submissions Information Release to Other Bidders

The number of Tenders received and the names of the Bidders/Bidders are confidential and shall not be divulged prior to the public Tender opening.

2.0 Specific Conditions

2.1 Award

It is the intention of the Township to award this Tender to only one (1) qualified Bidder. The lowest or any Tender may not necessarily be accepted.

2.2 Multiple Submissions

Bidders wishing to offer more than one (1) submission for consideration must complete a separate Tender document for each separate offer and clearly identify each submission as a separate offer.

2.3 Delivery & Execution of Work

The Successful Bidder may commence work no earlier Than September 15, 2017. All work must be completed by April 3, 2018.

Once work has commenced, the Successful Bidder shall ensure continuous operations to minimize disruption of service to patrons of the Facilities.

Prior to work commencing, the Successful Bidder and Director of Community Services, or designate(s) shall meet for a Pre-Start meeting.

The Successful Bidder is responsible for any inspections and/or permits required.

2.4 Manufacturer's Specifications

Bidders shall include with their Tender submission the full manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

2.5 Warranty

The Tender submission shall include a brief summary covering materials and workmanship on Appendix I – Price, Detail & Warranty Schedule. Additional warranty and/or guarantee information may be included separately.

If the product needs to be returned to the supplier for warranty work, it will be at full cost to the Successful Bidder. Warranty work will be performed at the closest dealer.

2.6 Equivalent

Where applicable, the Township has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the good/service. In some instances, the Township would be willing to consider an equivalent for the specified item. “Equivalent” would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Township is an “acceptable” alternative. The determination of the item to be an “acceptable” equivalent will be at the sole discretion of the Township and will be identified in Appendix A – Submission Requirements.

Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Bidders must submit based on the specified item and, without substitution.

2.7 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Please tender all prices “HST Extra”.

2.8 Terms of Payment

Payment for the contract will be received by the Township in the form of post-dated cheques in response to the Successful Bidder’s award by the Township.

The Contractor agrees to pay in equal installments to the Township by means of post-dated cheques, in accordance with the schedule outlined below inclusive of adjusted tax:

Date	Amount %
September 15, 2017 (date of Contract)	25
November 30, 2017	25
January 31, 2018	25
April 3, 2018	25
Total	100

The services of the contract will not commence until payment, proof of insurance and WSIB coverage and all contract requirements are provided to the satisfaction of the Township. Occupation and use of facilities will not take place until all specifications are met and approved by the Director of Community Services or their designate.

Payments shall be forwarded to the attention of:

Accounts Payable
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0

2.9 Tender Selection

2.9.1 Evaluation Stages and Total Evaluation Points Available

The Township of Minden Hills will conduct the evaluation of Tenders in three (3) stages as follows:

Stage 1 – RFT Review (pass/fail)

A review will be undertaken to determine if the submitted Tender complies with all the mandatory requirements (inclusion of all Appendices and compliance with Appendix A - Submission Requirements and deadline).

Tenders that do not comply with the mandatory requirements may, subject to the reserved rights of the Township of Minden Hills and the Township's Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Rated Criteria (40 points)

Stage 2 will consist of a scoring by the review committee of each qualified Tender on the basis of the information provided in Appendix C – Experience, References & Contingencies

The following is an overview of the categories and weightings for the Stage 2 Criteria of the RFT:

Criteria	Maximum Points
Ability & Experience of Bidder (Appendix C)	40
Total Points	40

At the end of this stage, the top 4 Bidders (where applicable) will be short-listed to move on to Stage 3.

Stage 3 – Evaluation and Pricing (60 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix I – Price, Delivery & Warranty Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed. Only those Bidders who move forward from Stage 2 will be scored here.

Each Bidder will receive a percentage of the total possible **60** points allocated to price by dividing the Bidder's price into the lowest Tender of the short-listed Bidders.

For example, if the highest Tender price is \$100.00, that Bidder received 100% of the points (100/100 = 100%), or **50** points. A Bidder who Tenders \$80 receives 80% of the possible RFT – CSD 17-07

points (80/100 = 80%) or **40** points. A Bidder who Tenders \$50 receives 50% of the possible points (50/100 = 50%) or **25** points.

Bidders should be aware that this is a “gated process”. Tenders will be initially evaluated on non-price based criteria first. From there, the highest scoring Tenders will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

2.9.2 Total Evaluation Points Available

Overall, a Bidder may receive a maximum of **100** Evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 – Ability & Experience	40
Stage 3 - Pricing	60
Total	100

2.10 Inquiries

Inquiries concerning the Tender specifications general Tender process are to be directed to:

Shannon Prentice
Deputy Clerk/Administrative Assistant
(705) 286-1260 ext. 313
sprentice@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Tender will be circulated as outlined in section 1.9 of this document, as a Request for Tender Addendum to all registered document takers who have received the Request for Tender document from the Township.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

3.0 Tender Specifications

3.1 Overview

Operation of a snack bar concession utilizing Facilities and equipment at the S.G. Nesbitt Memorial Arena, located at 55 Parkside Street, Minden, Ontario.

3.2 Scope of Work

The work to be performed will consist the offering/sale, preparation and serving of food and beverages from the concession booth in the lobby of the S.G Nesbitt Memorial in a safe and clean manner to service public users during scheduled operating hours and special events for an eight (8) month period.

3.3 Bidder Experience

The Contractor shall submit a report that will accompany Appendix “C” – Experience, References & Contingencies, that outlines and defines their technical competence, experience on similar projects, proven performance, and availability of dedicated, experienced personnel for the duration of the project, ability to perform within time constraints, location and/or local knowledge, professional independence/integrity and managerial ability. This report may be used by the Township in assessing the Bidder’s ability and experience for the project.

3.4 Bidder Responsibilities

Bidder responsibilities related to the work being tendered are specified in Appendix “B” – Concessionaire Responsibilities.

3.5 Township Responsibilities

The Township agrees to provide the Concessionaire with the following:

- Facility use Schedule
- Heat, light and power
- Garbage pickup from Municipal containers
- Limited access to the Arena facility
- Clean workable equipment consisting of:
 - 1 – 2 basket Pitco propane fryer
 - 1 – Hot dog/bun warmer
 - 1 – Microwave oven
 - 1 – 36” propane hi/lo griddle
 - 1 – Upright refrigerator/freezer
- Arrange for Bi-annual vent hood cleaning
- Arrange for annual fire suppression system maintenance and safety checks at cost to the Township.

The Township agrees to repair or replace the above noted equipment should they fail to operate.

The Township retains the right to restrict or control any additional equipment that

the Concessionaire may wish to bring in and utilize as part of their operations. Include information on township responsibilities related to the work being tendered.

3.6 Utilities

Hydro, water, propane fuel and waste removal services are included and provided in this contract by the Township.

3.7 Site Visit

A site visit is mandatory and may be scheduled by contacting Mark Coleman, Director of Community Services directly at 705-286-1936 ext. 201 or by email at mcoleman@mindenhills.ca.

3.8 Pricing Requirements

Bidders shall submit prices for the total project, separating each component as per Appendix I – Price, Detail & Warranty Schedule and shall include labour, equipment, materials, permits, installation and clean-up, travel and disposal fees.

The Township reserves the right to exclude any component of the Project in the awarding of the Tender.

3.9 General Instructions

For each Specification item listed, you are required to indicate your compliance of each item. Please do so as follows:

You are able to provide the item as specified - indicate **YES** in the Bidder's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Bidder's Compliance box.

Where an item allows for an "Alternative" to the specified item, you may indicate **YES** to the item as specified or you may provide your **alternative item** in the Bidder's Compliance box.

Where minimums are called for, the item must meet or exceed the capacity, size or performance as specified, unless an alternative is allowed. This specification may list only the major details for the specification items. Therefore, it is the Bidder's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service.

APPENDIX "A"
Submission Requirements
****MANDATORY COMPLETION****

All Bidders are required to successfully meet the mandatory requirements described in the following table to be used for evaluation purposes as per Section 2.9.1, Stage 1 of the Tender document.

Specification	Mandatory/ Optional/NA	Bidder's Compliance (must be included in submission)
1 WSIB Account #: _____ OR Check here if exempt from WSIB coverage as described in section 1.16 of this document: _____	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Insurance requirements as described in section 1.17 of this document	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3 Product/Workmanship Warranty as per section 2.5 of the RFT.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4 Site Visit as per section 3.0.7 of the RFT.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
5 Three (3) additional hardcopies of the completed Tender document submitted. (NOTE - One (1) hardcopy is mandatory).	Preferred	Yes <input type="checkbox"/> No <input type="checkbox"/>

Acknowledgement

By signing below, I _____, acknowledge that
Name of individual

_____ has the ability to provide the requested WSIB, or proof
Name of company

of exemption of coverage, and Insurance certificate(s) in accordance with this Tender document.

 Signature

 Date

APPENDIX “B”
Concessionaire Responsibilities
****MANDATORY COMPLETION****

The Concessionaire shall adhere to the following requirements during the term of the contract:

- The Operation of the Concession Booth will be in such a manner that is deemed appropriate by the Director of Community Services or designate.
- Removal of equipment from the Concession Booth is not permitted without the written consent of the Township.
- The Concession Booth is to be maintained in a clean manner that will meet health standards on a daily basis.
- All municipal owned, workable equipment must remain on site at the termination of the contract.
- The Concession Booth shall be cleaned after each use and the supply of all cleaning equipment and supplies to do so, will be the responsibility of the Concessionaire.
- The sale of Energy Drinks or similar products is not permitted.
- Create and maintain a menu offering a variety of food options including healthy alternatives. The Menu and pricing must be clearly posted for customers.
- The Quality of food items and competitive prices with local restaurants must be maintained during the term of the Contract.
- All work will be performed in accordance with all applicable Federal, Provincial and Municipal Laws, Codes, Standards, Regulations and Policies.
- All Concession staff must be trained in a Safe Food Handling Course. Personal protective equipment and training to all staff must be provided as per the Occupational Health & Safety Act.
- Health & Safety Policies must be posted in the area of Operation.
- Concessionaire shall make themselves available for any inspections by the Health Unit.
- Concessionaire shall report any violations and/or orders by the Health Unit to the Township immediately.
- Concession Booth hours of operation must be in conjunction with facility operating hours, ice times and events as agreed upon with the Director of Community Services. Concession Booth hours of operation must be clearly posted.

- H.S.T. and Payroll Deductions are the responsibility of the Concessionaire.
- Concessionaire will provide a gross sales report to the Township at the end of each month during the contract.
- Concessionaire will complete final clean up and vacate the facility premises by the contract end date.
- Subletting the Facilities will not be permitted without the written consent of the Township.
- Concession Booth must be available for inspection at any time with reasonable notice.
- Daily removal of garbage and recycling to designated bins provided by the Township by Concessionaire.
- Concessionaire to be responsible for receiving, stocking and storage of all product deliveries.
- Name and address of each staff person hired and utilized in the Concession Booth must be provided to the Director of Community Services or designate(s).

APPENDIX "C"
Experience, References & Contingencies
****MANDATORY COMPLETION****

Three (3) references and a contingency plan **must** be provided in the table below for the purpose of assessing the Bidder's ability and experience as per Section 2.9.1, Stage 2 of the Tender document.

Bidders **shall also submit, with this document**, a brief **summary** that outlines and defines their technical competence, proven performance, and availability of dedicated experienced personnel and business history with Minden Hills.

References	
1	<p>Reference No.1 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p>
	<p>Reference No.2 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p>
	<p>Reference No.3 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p>
Contingency Plan	
2	<p><i>Please provide details on a contingency plan to be implemented by the Successful Bidder in the event of service and/or delivery disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</i></p>

APPENDIX "D"
Suppliers & Subcontractors
****MANDATORY COMPLETION****

Please provide information on the suppliers and/or subcontractors as it will apply to your tender submission. If there are none, please submit N/A.

Suppliers
Supplier No.1 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Supplier No.2 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Contractors
Subcontractors No. 1 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:
Subcontractors No. 2 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:

APPENDIX "E"

Bidder Information

****MANDATORY COMPLETION****

Information provided must be legible and made in a non-erasable medium.

	Bidder's Contact Individual	
	Office Phone #	
	Toll Free #	
	Cellular #	
	Fax #	
	E-mail address	
	Website	
	HST Account #	
	1 st Emergency Contact Name	
	1 st Emergency Contact Phone #	
	2 nd Emergency Contact Name	
	2 nd Emergency Contact Phone #	

APPENDIX "F"
Declaration Form

****MANDATORY COMPLETION****

For the provision of:	Snack Bar Concession at S.G Nesbitt Memorial Arena
As supplied by:	_____
	Firm Name

	Mailing Address City Prov. Postal Code

To:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
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The Bidder Declares:

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

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2017

PRINT NAME OF WITNESS

PRINT NAME OF BIDDER

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

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.

APPENDIX “G”
Accessibility Regulations for Contracted Services
****MANDATORY COMPLETION****

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

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

Contracted employees, third party employees, agents and others that provide customer service on behalf of Township of Minden Hills must meet the requirements of Ontario Regulation 429/07 with regard to training.

Accessibility Training:

[The Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) [Accessibility Standard for Customer Service](#) (ASCS) and the [Integrated Accessibility Standards Regulation](#) (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township to receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities.

The online [Serve-Ability](http://curriculum.org/sae-en/) (<http://curriculum.org/sae-en/>) e-course includes the Province's ACSC and IASR training. It is easily available to contractors for free.

Training Records:

Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

Accessible Procurement:

Under the General Requirement of the IASR, the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of

programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

More information on these subjects can be found on our website at www.mindenhills.ca and can also be found from the Accessibility Standard for Customer Service and Integrated Accessibility Standards Regulation, through [AccessON](http://www.accesson.ca), and available from the Ministry of Economic Development, Employment & Infrastructure's website – link provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

If you have questions please do not hesitate to contact your Contracting Authority.

Acknowledgement

I _____, confirm that I have read, understand and meet the requirements outlined in Appendix G - Accessibility Regulations for Contracted Services and the on-line Serve-Ability e-course.

I further agree that all required training information will be provided to the Township if requested.

Signature

Date

APPENDIX "H"
Health & Safety Declaration Form
****MANDATORY COMPLETION****

All work performed under this Contract must be carried out in accordance with the terms and conditions of the *Occupational Health & Safety Act, R.S.O. 1990*, as amended and any other applicable legislation.

Failure to comply with Safety Regulations, as set out above and in section 1.15 of the RFT document, may result in the immediate cancellation of this contract.

I acknowledge that I understand my responsibilities under the *Occupational Health & Safety Act, R.S.O. 1990*, as amended, and agree that all workers under my employment will comply with this Act and all other applicable regulations.

Date

Bidder (please print)

Signature (Authorized Agent)

Company Name

APPENDIX "I"
Price, Delivery & Warranty Schedule
****MANDATORY COMPLETION****

Details of Goods/Services to be provided:	
1) <u>Tender No. CSD 17-06:</u> Snack Bar Concession at S.G Nesbitt Memorial Arena	
2) <u>Period of Goods/Services Required:</u>	
Contract services may begin September 15, 2017 and delivery not to exceed April 30, 2018.	
The Concessionaire agrees to pay to the Township in post-dated cheques, in accordance with the schedule outlined below:	
Date:	Amount:
September 15, 2017	25%
November 30, 2017	25%
January 31, 2018	25%
April 3, 2018	25%
*Plus HST on all payments.	
3) Bid: for Operation of the Snack Bar Concession Booth at S.G. Nesbitt Memorial Arena as specified herein	\$
H.S.T.	\$
TOTAL BID PRICE	\$
4) <u>Warranty Details:</u> (provide a brief statement of term and coverage for manufacturer's warranty if applicable. Additional material may be submitted separately.)	

Bidder: _____ **Date:** _____

Signature: _____

APPENDIX “J”
Guarantee of Performance/Cancellation of Contract
****MANDATORY COMPLETION****

Service Contracts:

It is agreed by the Parties to the Contract that if the Successful Bidder should neglect to execute the service(s) properly or fail to perform any provision of this Award, the Township, after **three (3)** business days written notice to the Successful Bidder, may deduct any amount under this paragraph from any monies that may be due or payable to the Successful Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township. Continued failure of the Successful Bidder to execute the work properly shall result in a termination of Contract. The Township shall provide written notice of termination.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix J– Guarantee of Performance/Cancellation of Contract.

Signature

Date

APPENDIX “K”
Agreement Acknowledgement
MANDATORY COMPLETION

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Bidder for the provision of Snack Bar Concession at S.G Nesbitt Memorial Arena, upon final approval from Council.

The following Tender document items will form part of the agreement document:

Contract Term, Tender document including all appendices, Scope of Work, Health and Safety, Workplace Safety Insurance Board (WSIB), Insurance Requirements, Cancellation of Contract, Limited Liabilities, Protection of Work & Property, Regulation Compliance and Legislation, Accessibility, Assignment of Contract, Cancellation of Contract, Contract Liquidated Damages, Terms of Payment, Warranty, Appendices A, B, C, D, E, F, G, H, I, J, K.

The Successful Bidder hereby acknowledges, by signing below, that any information included in the Tender submission, including the Tender document, Form of Tender, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement. The Township encourages the use of business/professional information only in all tender submissions. It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Contract Agreement is not required and your Tender is accepted by Council and confirmed by a letter from the Township, the Tender and the acceptance by Council shall constitute a binding contract between the Tenderer and the Township, and the successful Tenderer shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Tender documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the successful Tender.

Acknowledgement


I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix K– Agreement Acknowledgement.

Signature

Date

APPENDIX "L"

Contractor Performance Report

	THE TOWNSHIP OF MINDEN HILLS DEPARTMENT _____	CONTRACTOR PERFORMANCE REPORT			
SECTION I: CONTRACTOR INFORMATION		SECTION II: PROJECT DATA			
CONTRACTOR NAME	PHONE	PROJECT NUMBER	PROJECT LOCATION	START DATE	EST. COMPLETION DATE
CONTACT PERSON		CONTRACT VALUE	CONTRACT TYPE		
ADDRESS					
SECTION III: NUMERICAL RATING		RANKING KEY:			
A - Administration/Management/Supervision		Below Standard Point Range: 1 to 5			
1. Submittal of proposals meeting contract documents requirements		<p>In order to achieve a below standard ranking, the Contractor will have, on several or repeated occasions, been in contravention of the requirements of the contract. For example, they may, on a regular basis, not follow the direction of the Township Inspector or fail to resolve issues brought forward to by the Township Inspector in a timely manner. They have on occasion been confrontational to the Township Inspector, Staff or disrespectful to the Public.</p> <p style="text-align: center;"><i>Any safety issues will be ranked below standard</i></p>			
2. Coordination and communication with town workers and employees					
3. Submission of documents, reports, estimates, bids etc.					
4. Accidents, and injuries and safety related progress reports					
5. Public safety and methods					
6. Compliance with U.S.B. provisions					
7. Maintenance of employee safety standards					
8. Coordination and cooperation with Township and Town Staff					
9. Compliance with Ministry of Health regulations					
10. Reports with general public on progress and safety concerns					
TOTAL					
B - Quality of Work		Standard Point Range: 5 to 10			
1. Adherence to plans and specifications and requirements of the contract		<p>A Standard Ranking means that the Contractor has fulfilled all of the duties and requirements of the contract in a timely and efficient manner. They follow the direction of the Township Inspector, appropriately and conscientiously. They are professional in all dealings with their staff, Township Staff and the Public. They resolve issues quickly and repetitive problems do not often occur. Their equipment and work methods are conducted safely.</p>			
2. Instances of low material quality to resolve issues					
3. Completion of the work and deficiencies					
TOTAL					
C - Progress of Work					
1. Completion of project within a set time and budget					
2. Scheduling and resolution of schedule delays of the project					
3. Efficiency and use of materials and labor and equipment					
4. Operation and use of equipment according to U.S.B. & O.C. regulation					
5. Efficient use of resources					
TOTAL					
D - Equipment		Above Standard Point Range: 10 to 15			
1. Condition, safety and reliability		<p>This ranking is used when the contractor has exceeded expectations. When their work methods are above reproach and their dealings with public and staff are without issue.</p>			
2. Maintenance compliance to maintenance issues					
TOTAL					
GRAND TOTAL (A+B+C+D)					
Overall Performance Rating: (Please circle)		Below Standard Points Totaling 20-120	Standard Points Totaling 121-220	Above Standard Points Totaling 221-300	

APPENDIX "M"

Delivery Notice

****MANDATORY COMPLETION****

Complete and affix this delivery notice to your Tender submission envelope.

**RFT No. CSD 17-07 Snack Bar Concession at
S.G Nesbitt Memorial Arena**

Deliver To:

Township of Minden Hills
7 Milne Street, P.O. Box 359
Minden, ON
K0M 2K0

Attention: Shannon Prentice

Bidder's Company Name:

Received By: _____ at the Municipal Office,

On the _____ day of _____, 2017 at _____ am/pm

From: _____
(Name of Person or Organization Delivering Documents)

**THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE
SEALED SUBMISSION**