



MUNICIPALITY OF SOUTH DUNDAS

**REQUEST FOR PROPOSAL
PRF24-08**

Application Deadline May 17th, 2024, 12:00pm

Iroquois Beach Canteen Operation 2024



COMMUNICATIONS NOTICE

An Application Form MUST BE submitted with all responses to the RFP. To request a copy of the application form, for any questions related for this Request for Proposal (RFP), or for clarification on completing the Request for Proposal, contact the Municipal Project Manager in writing:

David Jansen, P.Eng (BC,ON)
Director of Parks, Recreation and Facilities
Municipality of South Dundas
djansen@southdundas.com
613-543-2673

All questions related to the Request for Proposal or any clarification with respect to this RFP must be made no later than five (5) business days prior to the closing date of this RFP in order to provide staff reasonable opportunity to respond. The Municipality reserves the right to extend the deadline for questions regarding this RFP, if required.

Applicants may inquire into and clarify any requirements of this RFP. All inquiries shall be completed as per the Communications Notice. It is the applicant's responsibility to clarify any details prior to submitting a proposal. The Municipality of South Dundas will assume no responsibility for any oral instruction or suggestion.



1 General

1.1 Introduction and Background

The Municipality of South Dundas invites applications from local entrepreneurs, businesses, and non-profits who are interested in operating a canteen at the Iroquois Beach. The Canteen is located at the Iroquois Beach on Adair Rd.

Applicants shall reach out to the Municipality for an **Application Form** as per the Communications Notice.

Notes on Canteen Operations:

- The Canteen is available from May 31st, 2024, to October 4th, 2024.
- No significant renovations will be completed to the canteen by the Municipality for additional equipment or upgrades at this time.
- There is 120V electrical power service and running water available within the canteen.
- No fryers will be permitted during operations, additionally, no Natural Gas/Propane are available at the canteen.
- The applicant must list on the application form details on proposed days and hours of operations, menu options, proposed weekly rental/lease fee. Non-Profits may submit a bid of 1\$ per annum, however, will be required to provide information on how any profits would be re-invested into the Municipality of South Dundas for the betterment of the Community.
- Applicants will be required to get insurance coverage as outlined in Section 2 and additionally will be required to provide certification for Eastern Ontario Health Unit (EOHU) public health and food handling requirements. Insurance can be purchased through the Municipality or vendors may provide their own. The following rates are being offered by the Municipality (inclusive of taxes):
 - o \$61.07/day
 - o \$159.05/week
 - o \$433.76/month
 - o \$795.23/6 months

Notes on Canteen Space:

- Attached to the RFP is an engineering drawing and photos of the space showing the Canteen Space.
- The Canteen space is 7'-6" by 14'-6" with cabinets and countertops on both sides and a single wash sink.
- The space has 1 refrigerator and 1 small chest freezer which are available for use by any applicant.
- The space has a service window opening onto the deck space.



1.2 Timing

Applicants have until 12:00pm on May 17th, 2024, to submit an application to the Municipality.

1.3 Site Visit

A site visit is not mandatory; however, it is suggested by the Municipality that the applicant does examine the premises. In doing so they can compare specific site conditions to the RFP in order to satisfy themselves of the existing conditions and extent of work to be done, before submission of their application. Site Visits will be by appointment and can be scheduled by reaching out to the Municipal Project Manager within the Communications Notice.

2 Insurance

2.1 Insurance Submission

Within ten (10) calendar days of receipt of the awarded proposal, the Applicant shall provide the Municipality with copies of the required Insurance certificates and any other required documents as stated in this tender document.

2.2 Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis **for an amount of no less than \$5,000,000.00 per occurrence/\$5,000,000.00 annual aggregate for any negligent acts or omissions by the Applicant.** Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Municipality of South Dundas, as Additional Insured with respect to the operations of the Applicant subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

2.3 Automobile Insurance

Automobile insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering Third Party liability for bodily injury, death, and damage to



property with a limit of **not less than \$2,000,000 inclusive for each and every loss.**

The applicant shall be responsible for the physical damage to their property used in providing service as outlined in the agreement and the Municipality shall bear no cost towards such property.

2.4 Indemnification

The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality.

It is further noted that any and all deductibles applicable to the above noted insurance policies shall be the sole responsibility of the contractors and the Municipality shall not be liable for any deductibles.

The successful Applicant shall defend, indemnify and save harmless the Corporation of the Municipality of South Dundas, elected officials, officers, and employees from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Applicant, its directors, officers, employees, agents, contractors and subcontractors, or other parties which the Applicant is responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided to the Municipality in accordance with this agreement and shall survive this agreement.

3 General Terms & Conditions

3.1 Regulations

The applicant shall abide, if applicable, by the requirements of the Industrial Standards Act, Employment Standards Act and any other Acts or By-Laws which are relative to the performance of the work.

3.2 General Terms and Conditions

The following terms and conditions are deemed accepted by all applicants in response to this RFP and are deemed incorporated into every contract resulting from this RFP:



1. Improper Delivery

Telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted. Submissions that are incomplete or illegible or contain reservations or irregularities of any kind may be rejected.

2. Applicable Law, Permits, Fees

This RFP, each submission, and the Project itself are each subject to the provisions of all applicable Federal, Provincial and Municipal laws, statutes, regulations and by-laws including:

The Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54; Occupational Health and Safety Act, R.S.O. 1990, c.O.1. Each applicant warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each applicant also acknowledges that the Municipality is relying on this warranty in its decision to award the contract to the applicant

Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

3. Dispute

In cases of dispute as to whether or not deliverables meet the requirements of the Municipality of South Dundas, an agent will be appointed by the Municipality of South Dundas to finalize a decision of such which will be final and binding.

4. No Assignment

Unless otherwise agreed, should the Municipality of South Dundas enter into a contract relating to the Proposal, the other contracting party shall not, without the written consent of the Municipality of South Dundas, assign or subcontract any aspect of the Proposal or the deliverables unless indicated within the proposal.

5. No implied Waiver

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof

6. Governing Law



All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Applicants must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

7. Force Majeure

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

8. Enforcement

Any successful applicant will have to enter into a legally binding agreement with the Municipality of South Dundas. Where any breach of the terms of that agreement should occur, the Municipality shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Municipality of South Dundas including lawsuit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and adorn to the jurisdiction of the choice of the Municipality of South Dundas in any such legal process.

9. Privacy and Freedom of Information

All submissions and attached materials received in response to this RFP are deemed to be the property of the Municipality of South Dundas as of the date of their submission except to the extent they are protected as third-party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Municipality of South Dundas. Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Municipality shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

Applicants should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Municipality of South Dundas cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

10. Conflict of Interest Statement



In its Proposal, the Applicant must disclose to the Municipality any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the Municipality may, at its discretion, refuse to consider the Proposal. The Applicant must also disclose whether it is aware of any Municipality employee or Council member having a financial interest in the Applicant/Application and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Municipality may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Applicant until the matter is resolved to the Municipality's sole satisfaction.

11. Municipality Not Employer

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

12. Default by Applicant

a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the Contract.

b) Any termination of the Contract, the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

13. The Municipality is not under any obligation to award this RFP and may elect to terminate this RFP at any time. If a Contract is awarded, the Municipality will notify the successful Applicant in writing that it has been awarded the contract. The Municipality reserves the right to enter into direct contract negotiations with the successful applicant regarding works outside the scope of this RFP regarding the assessment.