



Tender 2019-16
Request for Proposal (RFP)
Food Truck and Mobile Food Vending Services
Nickel Beach
Port Colborne, ON

Nickel Beach Operations – Food Truck/Mobile Food Vending Services

1. About Nickel Beach

Located on the north shore of Lake Erie (at the southern end of Welland Street at Lake Road), nature lovers will be interested in exploring the sand dune formations and Carolinian Forest. Nickel Beach offers a public beach area, a shady picnic area, washrooms, and unsupervised access to swimming. This unique beach is home to the Fowler Toad, a protected species.

Note: No Alcoholic beverages are permitted on Nickel Beach property under strict legislative requirements.

2. Request for Proposal and Overview

The City of Port Colborne is accepting proposals to provide services for the provision of food truck and mobile food vending services at Nickel Beach. It is the intent of the Municipality to enter into an agreement for food truck and/or mobile food vending services at Nickel Beach, however, award of this service lease agreement is conditional on the acceptance and approval of Council of the City of Port Colborne. Any and all associated costs and/or expenses incurred by the respondent will be sole responsibility of the respondent.

The following details are required in your proposal:

- A complete inventory list of all amenities, services and equipment being used during operations.
- Sample menu items
- Proposed days and hours of operation, and inclement weather plan details.
- Proposed layout/staging area for the services

3. Budget & Financial Information

- Proponent must pay for all related permits/licensing and registration fees as required.

4. Insurance and liability

- The successful proponent must provide, at their own expense, Comprehensive General Liability (CGL) Insurance that will name as additional insured the Corporation of The City of Port Colborne and Vale Canada Limited in the amount not less than five million dollars (\$5,000,000.00) per occurrence. A copy of the Certificate of Insurance (COI) from the Insurance Company confirming insurance coverage must be received prior to the start of any service lease agreement.
- The Service Provider shall indemnify and hold harmless the Municipality, its officers, members of municipal council and employees from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the agreement attributable 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 and caused by any acts or omissions

of the Service Provider, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this agreement.

- The Proponents is required to carry an automobile liability policy: Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) as may be required by Applicable Laws arising out of any licensed vehicle operated by the Vendor in connection with this Agreement with limits not less than \$2 Million.

5. Additional Information

- Installation of all leasehold improvements within the premises/assigned area of service must be temporary in nature including and not limited to, installation of equipment, portable/fixed generators (min/max decibel level of 49 to 65), signs, specialized lighting etc., must be preapproved by the municipality
- Must meet all applicable Fire & Safety regulations.
- Food truck must be licensed and in good working order and a registered CVOR.
- Installation of restricted area around the food truck and mobile food vending unit for public safety.
- Installation of any menu boards/signs within the proponents' operating area, as approved by the municipality.
- Maintenance and general cleanliness of the proponents' assigned area for service, waste removal to designated area and strict adherence to recycling program.
- Propane License (if applicable)
- Adhere to all Provincial, Federal and Municipal laws as they pertain to your business and payment of all applicable taxes.
- Complying with food handling regulations through Niagara Region Public Health & a Public Health Inspection

6. Municipal Responsibilities

- Provide solid waste removal and recycling from the beach area
- Adequate area/space to conduct rental services and/or food services
- Schedule of operating days/times, weather dependent
- Inclement weather policy
- The Municipality may, at any time make public the names of all respondents. Additional information may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended.

7. Proposal Guidelines

Submissions will be accepted until **Wednesday, May 15, 2019 at 3:30 pm.**
Proposals received after this date will not be considered.

Proposals must be submitted electronically to:

Karen Walsh
Executive Administrative Assistant,
Director of Community and Economic Development
dcedadmin@portcolborne.ca

Please direct any questions regarding this Request for Proposal to blairholinaty@portcolborne.ca

Note: Proposals received will not be open to the public. All applicants will be contacted once the successful proponent has been identified.

