



## **Township of Lanark Highlands**

### **Request for Quotation (RFQ) Concession Booth Operation**

#### **1.0 PROJECT DESCRIPTION**

The Corporation of the Township of Lanark Highlands (hereinafter referred to as the Township) is seeking quotations for the Concession Booth Operation for the Lanark and District Community Centre (the Arena).

#### **2.0 PROJECT SCOPE**

The operator will be required to run the concession booth located on the first floor of the Lanark and District Community Centre (67 Princess Street, Lanark, Ontario) from Mid September 2022 to April 1<sup>st</sup>, 2023 with a possible extension.

Please provide the total cost of operating and maintaining the concession booth. The terms of operation include:

- Stocking, pricing, scheduling, accounting & staffing
- Provides own garbage bags
- Provides own kitchen equipment (existing equipment located in the concession is owned by the Township which may be used by the contractor)
- The operator will be required to ensure that all pre-packaged food and beverage services are available to the patrons of the Lanark & District Community Centre.
- Keeping the booth clean and tidy (subject to monthly inspections by Township Staff)
- Ensuring the booth is open and operating whenever the ice surface has been rented

Current Township owned equipment within the booth are as follows:

- Pepsi Fridge
- Slush Puppy Machine
- Popcorn Machine
- Pizza Warmer
- Square POS System
- Hot Dog Roller
- Oven
- Coffee Make

The proponent that is awarded the contract will be required to sign a waiver stating that any damages done to Township Equipment will be paid for in full by the Booth Operator.

### **3.0 PROJECT AUTHORITY**

For further information regarding all aspects of this Request for Quotation, please contact:

Chelsea Rath, Manager of Facilities / Community Affairs

Township of Lanark Highlands  
75 George Street, PO Box 340  
Lanark, Ontario K0G 1K0

Telephone: (613) 259-2398 ext. 252  
E-mail: [commaffairs@lanarkhighlands.ca](mailto:commaffairs@lanarkhighlands.ca)

### **4.0 PROPOSAL VALIDITY**

Proposals shall remain valid and open for acceptance by the Township for a period of sixty (60) calendar days, following the due date for receipt of submissions.

### **5.0 SUBMISSION OF PROPOSAL**

Please provide two (2) copies of your proposal, signed by an authorized official, in a sealed envelope clearly identified as “**Request for Quotation – Concession Booth Operation**”, and addressed to the Project Authority.

Quotations **MUST** be received at:

The Township of Lanark Highlands Municipal Office  
75 George Street  
Lanark ON K0G 1K0

**NOT LATER THAN 2:00 p.m. Monday, August 29<sup>th</sup>, 2022.** Quotations received after the above due date and time will not be considered, and will be returned unopened, to the originator.

Quotations **MUST** state the monthly rental rate the proponent would like to pay the Township. This rental fee covers use of the space and use of the equipment.

## **6.0 INQUIRIES**

All inquiries regarding this Request for Quotation are to be directed to the Project Authority. Inquiries must be received in writing (facsimile or e-mail) no later than **August, 18<sup>th</sup>, 2022**. Both the questions and the answers will be distributed to all potential proponents by way of a written addendum, without stating the source(s) of the inquiry.

Information obtained from any other source is not official and should not be relied upon.

## **7.0 RIGHTS RESERVED BY THE TOWNSHIP**

The Township will not be responsible for any costs incurred in the preparation and submission of this Request for Quotation, or selection interviews (if required).

***The lowest cost proposal will not necessarily be accepted, and the Township reserves the right to accept or reject any or all proposals and/or to reissue the Request for Proposal in its original or revised form.***

The Township also reserves the right to cancel this Request for Quotation at any time, without penalty or cost to the Township. This Request for Quotation and the resulting proposals should not be considered a commitment by the Township to enter into any contract.

## **8.0 BASIS OF SELECTION**

The onus is on the bidder to demonstrate their product is of sufficient quality to meet the requirements as outlined above. The Township reserves the right to request a sample of the product to be delivered to our office prior to accepting

any particular quotation. The proposals will be assessed, based on cost, quality and delivery terms. The detail and clarity of the written submission will be considered indicative of the ability to supply the product.

Proposals must contain the following information:

- Name, address, e-mail address, telephone and fax number of the principal contact person;
- At least one (1) client reference for whom comparable products have been supplied

## **9.0 CONTRACT**

The successful individual/firm will be required to enter into a contract with the Township, meeting the required terms and conditions established by the Township. If the contract is awarded to an individual, that individual must be of legal age. If the contract is awarded to a firm, the principal must be of legal age. The successful individual/firm will not have the right to assign the Contract nor any interest therein nor subcontract the performance of any service or the supply of any product without written consent of the Township.

## **10.0 INDEMNIFICATION AND LIABILITY INSURANCE**

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of any work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including the loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township as an Additional Insured with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful bidder shall indemnify and hold the Township, its officers and employees 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 acts of omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

The successful contractor shall indemnify and hold the Township 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 wilful or otherwise by the proponent, its agents, officers, employees or other persons for whom the proponent is legally responsible.

#### **11.0 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the CAO at 613-259-2398 ext. 222 or [CAO@lanarkhighlands.ca](mailto:CAO@lanarkhighlands.ca)

#### **12.0 HEALTH AND SAFETY (COVID -19)**

The successful contractor shall be responsible for providing all safety training and related safety equipment, for employing safe work practices at all times while carrying out work for the Township, and for complying with all applicable health and safety legislation/regulations. The successful contractor agrees to comply and stay up to date on all Health Unit and Provincial regulations.

#### **13.0 EVALUATION**

Quotations will be evaluated by the Township Staff with recommendations made to Township Council.

