



**Mobile Food Vending Concession
Bid Package
Leon Avenue & Lawrence Avenue
(2017 – 2019)**

For Any Additional Information Please Contact:
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City of Kelowna
Mobile Concession Service
Leon Avenue (238) & Lawrence Avenue (266)
Bid Package

Overview

The City of Kelowna is seeking contractor(s) to operate two (2) year round mobile concessions. The term of the contract will be for three (3) years with an option to renew for two (2) additional one-year terms at the City's sole discretion. The City may award more than one contractor depending on proposals submitted.

The Contractor must provide healthy food choices as part of their food offerings.

An optional information meeting will be held Wednesday, October 25, 2017 at 2:00pm at City Hall, in the Layer Cake Mountain Meeting Room located on the 4th floor.

Bids will be accepted until 3:00pm, Friday, November 3, 2017 at the office of the Property Manager, 4th floor of City Hall, 1435 Water Street, Kelowna, BC.

Location

The mobile concession locations are for the Lawrence and Leon areas only. A detailed map of the locations is attached as Schedule A and are:

A – West of Liquid Zoo Night Club (266 Lawrence Avenue)

B – Fronting Sapphire Night Club (238 Leon Avenue)

General Scope of Services of the Contractor

The Contractor will provide, equip and operate a mobile food concession within the designated area of the roadway during the period January to December of each year, from 9:00pm to 2:00am, Wednesday to Saturday, and Sundays when a statutory holiday is on a Monday, weather permitting.

The Contractor is to supply this service for a three (3) year period with the option of extending for two (2), one (1) year terms at the sole discretion of the City.

1. The vehicle(s) must be fully self-contained.
2. There is no access to water or power at these locations.
3. The Contractor will pay all permits, taxes and licenses
4. The Contractor will pay utility charges, if any.

5. The Contractor will provide a menu of items that will be offered for sale at their concession. The Contractor must supply healthy food choices as outlined in Schedule C.
6. The Contractor will clean and maintain the area surrounding the mobile unit to the satisfaction of the City, including clean-up of litter from the immediate area (a radius of 30 meters from the mobile concession unit.) All paper products used shall be clearly identifiable with the contractor's operation. The Contractor is responsible for the removal of all garbage associated with the concession.
7. The Contractor shall comply with all regulations regarding fire, traffic, safety and sanitation and shall acquire all necessary permits.
8. The Contractor will remove the vehicle from the site each day.
9. The Contractor shall move the vehicle when requested by City staff.
10. The Contractor shall be allowed to display one professionally made sign at the space allotted. The sign is subject to City approval prior to posting.
11. No outside advertising will be permitted without the consent of the City.
12. The use of individual packaged condiments is prohibited.
13. The Contractor will have the exclusive right to operate a food concession within the designated sites, subject only to the City maintaining the right to lease or otherwise permit operation of "other concessions" within the individual sites for a maximum of five (5) days each season in conjunction with special events.
14. The Contractor must seek to minimize any conflict with adjacent property owners.
15. The Contractor may not sublet, nor assign the contract without the written consent of the City which shall be at the City's sole discretion. The minimum amount for such assignment shall be \$500.00 payable from the Contractor to the City.
16. The Contractor is required to supply a bid deposit in the form of a certified cheque payable to the City of Kelowna in the amount of \$1,000. The deposit of the successful Contractor will be retained as a "performance deposit" and the City will place it into an interest bearing account with the interest accruing to the depositor.
17. The Contractor must sign the License of Occupation Agreement.
18. Rent shall be received in monthly instalments due and payable in advance of the 15th day of each month of the said season.
19. The Contractor shall provide complete annual financial reports to the City, within 45 days of the end of the contract year and no later than January 1st each year of the contract. The statements will reflect the entire operating season, and a payment in the amount of 5% of the gross profits of the concession will accompany the statements by January 1st of each contract year.
20. In the event that the City of Kelowna enters into an Exclusive Supplier Agreement with a third party for the provision of "Cold Beverage Products", as described in Schedule D, in the City of Kelowna, the Contractor must, following a minimum of 60 day's notice from the City of Kelowna, ensure compliance with the conditions of said agreement. In the event that the contractor is unable to comply with the conditions of the Exclusive Supplier Agreement, the contractor may choose to cancel this agreement without penalty.
21. All electrical equipment utilized in the Province of British Columbia must bear a recognized electrical certification prior to use. Application for approval may be made to the BC Safety Authority. All mobile food vendors must conform to the requirements of the Kelowna Fire Dept. Mobile Food Vending Requirements as set out in Schedule E.
22. Sale of alcoholic beverages is strictly prohibited.

Submission Requirements

- The Contractor shall provide a schedule of their proposed menu and rates with the bid submission.
- Prior to commencing work the Contractor will be required to submit proof of a City of Kelowna Business License, Interior Health Authority Certification, Work Safe BC Coverage, and shall obtain the appropriate insurance coverage as listed in Schedule B by providing the City a Certificate of Insurance proving the coverage is in place.
- Proposals will not be accepted after the final date and time for receipt of proposals, nor will they be accepted by facsimile or email. Bids will be accepted in person or by courier.
- Any one party may submit only one proposal, which could include one or both locations. Any party submitting alternate proposals shall be disqualified. Conditional proposals will not be considered.
- Proponents may not make alterations to their proposals after the closing date and time, except as may be allowed by the City during the negotiation process.

Mandatory Criteria

The following are mandatory requirements. Proposals not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria
a) Proposal received prior to 3 pm, Friday, November 3, 2017
b) CERTIFIED CHEQUE made to the City of Kelowna in the amount of \$1,000
c) Value of Proposal (Bid Price \$)
d) Three (3) hard copies of the bid proposal must be submitted

Desirable Criteria

Proposals meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criterion is also given.

Criteria	Weight
Relevant experience, qualifications and successes	30
Proposed food items and proposed prices	20
Overall proposal for operating a high quality, service oriented venture	20
Financial capability and stability	15
Value of Proposed Bid (\$)	15
TOTAL	100

Schedule A

PREMISES



Annual Vending (Jan – Dec) 9 pm – 2 am, Wed-Sat and Sunday if Monday is a holiday

A – West of Liquid Zoo Night Club (266 Lawrence Avenue)

B – Fronting Sapphire Night Club (238 Leon Avenue)

Schedule B

INSURANCE REQUIREMENTS

1. Contractor to Provide

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with this lease agreement, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this lease agreement until the date of termination of the lease agreement or such longer period as may be specified by the City.

2. Insurance

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

2.1 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$5,000,000 for each occurrence or accident;
- (ii) providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this lease agreement;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- (iv) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

3. The City Named as Additional Insured

The policies required by section 2.1 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. Certificates of Insurance

The Contractor agrees to submit a Certificate of Insurance, in the form of Schedule B-1, attached hereto and made a part hereof, to the Risk Management Department of the City prior to the commencement date of this lease agreement. Such a Certificate shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellation of any such policy or policies.

5. Additional Insurance

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

6. Insurance Companies

All insurance, which the Contractor is required to obtain with respect to this lease agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

7. Failure to Provide

If the Contractor fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the City to deduct from any monies owing the Contractor, any monies owing by the Contractor to the City.

8. Nonpayment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor shall not be held to waive or release the Contractor from any of the provisions of the Insurance Requirements

or this lease agreement, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Contractor as stated in section 7.

9. **Hold Harmless and Indemnification**

The Contractor shall be responsible for all loss, costs, damages, and expenses whatsoever incurred or suffered by the city, its elected officials, officers, employees and agents (the indemnities) including but not limited to or loss of property and loss of use thereof, and injury to, or death of a person or persons resulting from or in conjunction with the performance, purported performance, or non-performance of this contract, excepting only where such loss, cost, damages and expenses are as a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the indemnities.



Schedule B-1

City staff to complete prior to circulation

City Dept.: _____

Dept. Contact: _____

Project/Contract/Event: _____

CERTIFICATE OF INSURANCE

This Certificate is issued to: **The City of Kelowna**
 1435 Water Street
 Kelowna, BC V1Y 1J4

Insured

Name:
Address:

Broker

Name:
Address:

Location and nature of operation or contract to which this Certificate applies:

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Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 Comprehensive General Liability including: <ul style="list-style-type: none"> • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Personal Injury; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile; • Cross Liability Clause. 				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

 Print Name

 Title

 Company (Insurer or Broker)

 Signature of Authorized Signatory

Schedule C

City of Kelowna – 2017 HFB Guidelines & Policies

Sell Most	Sell Sometimes	Do Not Sell
Food and beverages in this category are healthier options. They tend to be higher in essential nutrients and lower in sodium, sugar and fat.	Food and beverages in this category provide essential nutrients but have higher amounts of sodium, sugar or fat than those in the Sell Most category.	Food and beverages in this category contain higher amounts of fat, sodium or sugar, and may be less nutritious.

Food Category

- 70% of product choices from Sell Most & Sell Sometimes categories, with no more than 35% of product choices from the Sell Sometimes category. Up to 30% of product choices may be from the Do Not Sell category.

Beverage Category

- 50% of product choices will be from the Sell Most and Sell Sometimes categories. Up to 50% of product choices from the Do Not Sell category.

Guidelines for rating individual prepared foods:

Sell Most: (SM)

- Meets portion/serving size guidelines
- Contains at least 1/3 of a serving of a fruit or veggies
- Includes a whole grain
- Includes SM or SS meat, meat alternative or dairy
- Any condiments served WITH item are SM
- Do NOT have any items that meet DO NOT SELL criteria

Sell Sometimes: (SS)

- Meets portion/serving size guidelines
- Missing any **one** of the SM criteria
- Any condiments served WITH item are SM or SS
- Do not have any items that meet DO NOT SELL criteria

Do NOT Sell

- Does NOT meet portion/serving size
- High fat content
- High sodium content
- High sugar content

Portion/Serving Size examples:

- Meat and/or alternatives – up to 3 oz (100g)
- Raw or cooked fruit or veggies – 1 piece or 1/2 cup
- Leafy veggies – 1 cup

Schedule D

Exclusive Supplier Agreement – Cold Beverage Products

For the purpose of this package, “Cold Beverage Products” means all carbonated and non-carbonated, natural or artificially-flavoured, non-alcoholic beverages, whether meant to be served at room temperature or colder, consumed independently or used as a mixer, including but not limited to: non-alcoholic beverages with nutritive or non-nutritive sweeteners; flavoured and / or sweetened water, naturally or artificially flavoured fruit juices; fruit juice-containing drinks, fruit-flavoured drinks (sweetened or unsweetened); fruit punches and aides; hypertonic, hypotonic and isotonic energy fluid replacement drinks (sometimes referred to as “sports drinks”), frozen carbonated beverages; bottled / canned carbonated and non-carbonated waters, and packaged cold teas and coffees; and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which drinks and beverages are prepared:

BUT DOES NOT INCLUDE:

Dairy and dairy-like beverages including, without limitation, milk, milkshakes, flavoured milk, hot chocolate and cocoa and coffee beverages which are primarily (that is, more than 50% by volume) dairy based;

Cold brewed unpackaged coffee or tea, hot coffee, hot tea, tea bags, loose tea, loose coffee grains, or beans, water packaged in bulk or water drawn from public water supply.

Schedule E

The following is a list of local requirements for all mobile food vendors who wish to operate in the City of Kelowna. Vendors who are non-compliant with the following requirements will not be permitted to continue operation and are subject to the requirements of the Fire and Life Safety Bylaw, 10760. Vendors are subject to an annual inspection from the Kelowna Fire Department. Upon completion of the annual inspection, an inspection decal will be provided.

All vendors are subject to routine inspections from the Kelowna Fire Department.

1. The mobile vendor must have a valid City of Kelowna Business License or be approved by the inter community mobile license program or be a vendor at an event approved by the City of Kelowna Outdoor Events Committee.
2. The mobile vendor must be approved by the BC Safety Authority and ensure that all decals are visible.
3. All tents being in conjunction with the mobile vending must conform to NFPA 705 requirements. The tent must have a visible tag stating that it complies with this requirement.
4. Cooking and/or grilling shall not be conducted under tents. All cooking appliances must be at least 1 meter away from tent. Cooking is not permitted under tents.
5. Cooking appliances must be a minimum of 3 meters from any building.
6. A guard/barrier, not less than 1 meter high, must be provided to act as a barrier between the public and cooking appliances. This would not apply if the cooking appliances are located within an enclosed trailer.
7. All deep fryers must be approved commercial appliances. Residential grade deep fryers will not be accepted.
8. Minimum of one 2A10BC rated extinguisher shall be provided and shall be mounted in an acceptable location.
9. A type K fire extinguisher must be provided for all deep frying and/or hot oil cooking.
10. Fire extinguishers must be up to date. The extinguishers are required to be inspected annually by an approved agency. The cylinder must be pressurized and the safety pin must be in secured in place.
11. Enclosed cooking units, creating grease laden vapors, require a kitchen canopy and suppression system conforming to NFPA 96.
12. Enclosed cooking units with a kitchen canopy require a fixed suppression system to be installed within the unit. The fixed suppression system shall be serviced bi-annually by an approved technician.
13. Kitchen canopy has been cleaned from filter to fan in conformance with NFPA 96 requirements.
14. All spare propane bottles must be secured 3 meters from any cooking appliances or open flame.
15. All propane connections must be soap tested to ensure there are no leaks in conformance with BC Gas Code requirements.
16. Wood burning appliances are prohibited within the City of Kelowna.
17. All mobile vendors with trailers must provide wheel chocks to prevent trailer movement.
18. A current inspection decal from the Kelowna Fire Department must be displayed in a visible location.

If you have any questions pertaining to the Fire Department requirements, please contact the City of Kelowna Fire Prevention Officer at 250-469-8801.

KELOWNA FIRE DEPARTMENT STATION 1, 2255 Enterprise Way, Kelowna BC V1Y 8B