



Food Concessions

2024 Application Package

Overview

The City of Kelowna is seeking Contractors to operate Mobile Food Concessions at various City-owned locations from May 1st – October 15th, 2024.

The Mobile Food Concession locations are City Park, Stuart Park, Ben Lee Park, and Kelowna's Newest Waterfront Park, as shown on the attached Schedule-A-1 - A-5

An optional information meeting will be held virtually on **Thursday, February 22nd, 2024 at 11:00am** through Microsoft Teams. To participate in this meeting, please email propertymanagement@kelowna.ca to RSVP and receive the invite.

Application packages must be submitted by **Friday, March 15th, 2024 at 2:00pm** and the concession contracts will be awarded by **Friday, April 5th, 2024**

General Scope of Services of the Contractor

Mobile Food Concessions

The Contractor will provide, equip, and operate a Mobile Food Concession, as scheduled, within the designated areas shown on the maps attached as Schedule A-1 - A-5.

1. The Mobile Food Concessions will operate from May 1st to October 15th based on the following schedule, weather permitting:
 - a. **Shoulder Season - May 1st- June 14th and Sept 16th-October 15th**
Thursday to Monday - Open 12:00pm - 5:00pm
 - b. **High Summer Season – June 15th - Sept 15th**
Seven (7) days a week - Open 10:00am - 8:00pm
2. The vehicle(s) utilized in the provision of food services must be fully self-contained.
3. There is no access to water at these locations.
4. The Contractor will pay all fees associated with the requisite permits and licenses, as well as all applicable taxes.
5. The Contractor will pay all utility charges, if any.
6. The Contractor will provide a menu of items that will be offered for sale at their concession. The Contractor must offer healthy food choices as outlined in City of Kelowna Healthy Food and Beverages Guidelines & Policies attached as Schedule E.
7. 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, being a radius of thirty (30) meters from the mobile concession unit.
8. All paper products used by the Contractor shall be clearly identifiable with the contractor's operation.
9. The Contractor is responsible for the disposal of all garbage collected and accumulated as a result of their operation of the Mobile Food Concession.
10. The Contractor shall dispose of grey water off site.
11. The Contractor shall comply with all regulations regarding fire, traffic, safety, and sanitation, and shall acquire all necessary permits and licenses.
12. The Contractor will remove the mobile concession vehicle from the concession location each day.

13. The Contractor shall move the mobile concession vehicle when requested by City staff.
14. No outside advertising will be permitted without the consent of the City.
15. The use of individual packaged condiments is prohibited.
16. The City maintains 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.
17. The Contractor must seek to minimize any conflict with adjacent property owners.
18. The Contractor shall be allowed to display one (1) professionally made sign at the space allotted, which is subject to City approval prior to posting.
19. The Contractor will be required to enter into a Prime Contractor Agreement with the City which is comprised of a Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification, as set out in Schedule D.
20. The Contractor may not sublet or assign the Prime Contractor Agreement without the written consent of the City, at the City's sole discretion. A minimum administration fee of five hundred dollars (\$500.00), payable from the Contractor to the City, shall be applied for any such assignment.
21. The Contractor is required to supply a 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", no interest will be paid on the deposit.
22. The Contractor will be required to submit proof of a City of Kelowna Business License, Work Safe BC Coverage, and shall obtain the appropriate insurance coverage as listed in Schedule C, by providing the City a Certificate of Insurance included as Schedule C.
23. The City will only award one location per business.
24. The Contractor shall provide complete annual financial statements to the City within forty five (45) days of the end of the season, and in any case no later than December 1st of each contract year. The statements will reflect the entirety of each operating season, and a payment in the amount of five percent (5%) plus GST of the **Gross Profits of the concession** will accompany the statements by December 1st of each contract year.
Gross Profits is defined as Revenue less Cost of Goods Sold (COGS) only and is not Net Profit, which includes all operating expenses.

For greater clarity, COGS includes food expenses, beverage expenses, and paper goods **only**; COGS **does not** include wages attributable to concession staff, licenses or fees, or capital costs.

Submission Requirements

1. Letter of intent that includes: description of business, business plan and copy of menu
2. Photographs of physical structures, equipment, materials, and vehicles used for vending
3. Site plan that includes: dimensions of the site, proposed structures, and appurtenances, location of garbage cans, pedestrian access, queue lines, and condiment tables. Proposals that conform with space requirements and reduce impacts on other park users may receive a higher score.
4. Proof of power source and sound impact (in decibels), if applicable
5. Description of any anticipated or potential nuisances generated from the business (e.g. noise, dust, fumes, etc.)
6. Proof of Municipal Fire Inspection (completed within 6 months of submission date)
7. Certification from Interior Health Authority
8. Valid business licence
9. Proposals will not be accepted after the final date and time for receipt of proposals.
10. 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 these requirements will receive no further consideration during the evaluation process:

1. Be received by the City prior to 2:00pm, March 15th, 2024;
2. Include the fully completed, applicable Food Concession Application Form - Schedule B

Application Scoring Matrix

Criteria	Scoring System	Max. number of possible points
1. Aesthetic of the proposed equipment, vehicle	0: Unacceptable design 1: Very poor design 2: Poor design 3: Average design 4: Good design 5: Excellent design	5
2. Relevant experience, qualifications	0: New business, no previous experience 1-3: New business, previous work experience with mobile food concessions 4-6: In business 1-2 years 7-9: In business 3-4 years 10: In business 5+ years	10
3. Returning vendor with no complaints	0: Multiple complaints and incidents requiring visits from Bylaw enforcement 1 - 3: Multiple complaints with some incidents requiring visits from Bylaw enforcement 4 – 6: Some complaints with incidents requiring visits from Bylaw enforcement 7 – 9: Very few complaints with no incidents requiring visits from Bylaw enforcement 10: No complaints or incidents requiring visits from Bylaw enforcement N/A	10 or N/A
4. The application provides evidence that a power source will be provided	0: The power source uses diesel or similar fuels and generates significant noise (> 85 decibels) 1: The power source uses gasoline or similar fuels and generates moderate noise (70 – 84 decibels)	5 or N/A

	<p>3: The power source uses gasoline or similar fuels and generates little to no noise (60 – 69 decibels)</p> <p>5: The power source uses renewable processes (i.e. solar, wind) and does not generate noise (<60 decibels)</p> <p>N/A</p>	
5. Description of equipment	<p>0: Was not provided</p> <p>3: Trailer including hitch <20'</p> <p>5: Food truck <20'</p>	5
6. A description of the business outlining the types of food items proposed for sale has been provided and follows Schedule E Healthy Food & Beverage Guidelines	<p>0: A description of the business was not provided</p> <p>1: A description of the business was provided but does not clearly outline the items proposed for sale. The City has reached out to the applicant with no further clarity provided.</p> <p>3: A description of the business was provided but the food items proposed somewhat follow Schedule E.</p> <p>5: A description of the business was submitted and the food items proposed for sale are unique and align with Schedule E.</p>	5

Food Truck Vendors – Maximum Possible Points	
New vendor	30
Returning vendor	40

SCHEDULE A-1 – LICENSE AREA

Mobile Food Concession – City Park #2

Located at City Park, a portion of 1600 Abbott Street, Kelowna, BC. The License area is noted as the area shown in red.

- Four monthly payments of **\$1,500+gst** (June, July, August and September)
- Shared space with other mobile food concessions



SCHEDULE A-2 – LICENSE AREA

Mobile Food Concession – City Park #3

Located at City Park, a portion of 1600 Abbott Street, Kelowna, BC. The License area is noted as the area shown in red.

- Four monthly payments of **\$1,500+gst** (June, July, August and September)
- Shared space with other mobile food concessions



SCHEDULE A-3 – LICENSE AREAS

Mobile Food Concession – Stuart Park

Located at Stuart Park, a portion of 1430 Water Street, Kelowna, BC. The License area is noted as the area shown in red

- Four monthly payments of **\$750+gst** (June, July, August and September)



SCHEDULE A-4 – LICENSE AREAS

Mobile Food Concession – Kelowna’s Newest Waterfront Park

Located at Cedar Avenue, a portion of 3090 Walnut Street, Kelowna, BC. The License area is noted as the area shown in red

- Four monthly payments of **\$500+gst** (June, July, August and September)



SCHEDULE A-5 – LICENSE AREAS

Mobile Food Concession – Ben Lee Park

Located at Ben Lee Park, a portion of 900 Houghton Rd, Kelowna, BC. The License area is noted as the area shown in red

- Four monthly payments of **\$250+gst** (June, July, August and September)





Food Concession Application

City of Kelowna
 1435 Water St
 Kelowna, BC V1Y 1J4
 propertymanagement@kelowna.ca

Print clearly. Only complete applications will be reviewed.

APPLICANT INFORMATION

Applicant Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

BUSINESS INFORMATION

Business Name: _____ Email: _____

Business Phone: _____ Website: _____

Type of Vendor: Food Truck Vendor Mobile Cart Vendor
 (check one)

Signature: _____ Name (print): _____ Date: _____

APPLICATION REQUIREMENTS

- Letter of intent that includes: description of business, business plan and copy of menu
- Photographs of physical structures, equipment, materials, and vehicles used for vending
- Site plan that includes: dimensions of the site, proposed structures, and appurtenances, location of garbage cans, pedestrian access, queue lines, and condiment tables
- Proof of power source and sound impact (in decibels), if applicable
- Description of any anticipated or potential nuisances generated from the business (e.g. noise, dust, fumes, etc.)
- Proof of Municipal Fire Inspection (completed within 6 months of submission date)
- Certification from Interior Health Authority
- Valid business licence

VENDING LOCATION

Rank your preference for vending location* from 1-4

- 1.
- 2.
- 3.
- 4.

*refer to available locations section

SCHEDULE C
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 C1, 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 indemnties) 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 indemnties.

The Contractor shall defend, indemnify and hold harmless the indemnties 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 indemnties.

SCHEDULE C

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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1. <i>Type of Insurance</i>	Company & Policy Number	Policy Dates		4. Limits of Liability/Amounts
		2. <i>Effective</i>	3. <i>Eff Ex piry</i>	
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 \$ 5,000,000 Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ 5,000,000 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 D
Prime Contractor Designation

1. The Contractor shall, for the purposes of the *Workers Compensation Act*, and for the duration of the Work of this Contract:
 - a. be the "prime contractor" for the "Work site", and
 - b. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "Work site".

2. The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, Workers and any other persons at the "Work site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
 - a. whether or not any contractual relationship exists between the Contractor and any of these entities, and
 - b. whether or not such entities have been specifically identified in this Contract.

As per the requirements of the *Workers Compensation Act*, Part 3, Division 3, Section 118(1-3), which states:

Coordination of multiple-employer Workplaces

118(1) In this section:

"multiple-employer Workplace" means a Workplace where Workers of 2 or more employers are Working at the same time;

"prime contractor" means, in relation to a multiple-employer Workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.

(2) The prime contractor of a multiple-employer Workplace must:

- (a) ensure that the activities of employers, Workers and other persons at the Workplace relating to occupational health and safety are coordinated, and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the Workplace.

(3) Each employer of Workers at a multiple-employer Workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's Workers at that Workplace.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

1) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.

2) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the *Workers Compensation Act* and the *B.C. Employment Standards Act* while contracted by the City of Kelowna and operating at _____ (insert location name), and will abide by all *Workers Compensation Board Regulation* requirements.

Project: City of Kelowna - _____ Concession

Company:

Signed:

(Please print name of Contractor)

(Contractor's Signature)

Witness:

(Please print name of Contractor's
Contract Liaison)

(Contractor's Contract Liaison
Signature)

Date: _____

Schedule E
Healthy Food & Beverage Guidelines

CHOOSE MOST (CM)

Food and beverages in this category are healthier options. They tend to be higher in essential nutrients and lower in sodium, sugar, and fat.

CHOOSE SOMETIMES (CS)

Food and beverages in this category provide essential nutrients but have higher amounts of sodium, sugar, or fat than those in the Choose Most category.

CHOOSE LEAST (CL)

Food and beverages in this category contain higher amounts of sodium, sugar, and fat, and may be less nutritious.

Food Category

- 70% of product choices must be from the Choose Most and Choose Sometimes categories, with no more than 35% of product choices from the Choose Least category. Up to 30% of product may be from the Choose Least category.

Beverage Category

- 50% of product choices must be from the Choose Most and Choose Sometimes categories. Up to 50% of product choices can be from the Choose Least category.

Guidelines for Rating Individual Prepared Foods

Below are general guidelines, however further documents with more detailed criteria are available for clarification, if necessary. Consideration is given to serving sizes, low-fat content, low-sodium content, and low-sugar content.

Choose Most (CM)

- Meets portion/serving size guidelines
- Contains at least 1/3 of a serving of fruit or vegetables
- Includes a whole grain
- Includes CM or CS meat, meat alternative, or dairy
- Any condiments served with an item are CM
- Do NOT have any items that meet the CL criteria

Portion/Serving Size Guidelines

Meat and/or meat alternative

- up to 3oz (100g)

Raw or cooked fruit or vegetables

- 1 piece or 1/2 cup (125ml)

Leafy vegetables

- 1 cup (250 ml)

Choose Sometimes (CS)

- Meets portion/serving size guidelines
- Missing any **one** of the CM criteria
- Any condiments served with the item are CM or CS
- Do NOT have any items that meet the CL criteria

Choose Least (CL)

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