



**Operation of Food Concession
At Marina/Waterfront**

2017 Summer Season

**DEADLINE TIME & DATE:
4:00 p.m. local time, Thursday, April 13, 2017**

Issued: March 14, 2017

**OPERATION OF FOOD CONCESSION
AT THE MARINA/WATERFRONT
FOR THE 2017 SUMMER SEASON**

GENERAL INFORMATION

The City of Pembroke is inviting applications from individuals interested in operating concessions at the Marina/Waterfront for the 2017 Summer Season. Opportunities are available for vendors for *mobile* concessions at the one location.

INSTRUCTIONS TO VENDORS

1. Interested vendors are asked to submit their applications by **4:00 pm local time on Thursday, April 13, 2017.**

2. (a) Applications will be delivered, emailed or faxed to:

City of Pembroke – PMC
Recreation, Culture & Tourism
Attn: Ron Conroy, Manager
393 Pembroke Street West
Pembroke, ON K8A 1A1
Fax: 613-635-7709
Email: rconroy@pembroke.ca

(b) or Applications can be mailed to :

City of Pembroke
Recreation, Culture & Tourism
Att : Ron Conroy, Manager
1 Pembroke Street East
Pembroke ON K8A 3J5

3. Applications will address the following:

3.1 Name of vendor

3.2 Contact information (address, phone number)

3.3 Location requested

3.4 Type of food concession

3.5 Hours of operation during weekdays, weekends, holidays, and special events,
and address the commitment to maintaining these hours

3.6 Foods/beverages to be sold (does not have to be an exhaustive list)

3.7 Experience in similar type of service, food handling, etc.

- 3.8 For all mobile concession locations, **current** pictures of unit **must** be provided to indicate to City Officials that the unit is in an excellent state of repair and is visually appealing. The City reserves the right to physically inspect the unit to assist in making this determination. Applications received by interested vendors where the City, in its sole right, determines their unit to be in a state of repair not acceptable to the City shall not be considered.
4. Applications will provide the contact information of the vendor (ie. name, address, phone number, email address).
5. Applications will be signed and dated.
6. The submission of an application by an individual/organization represents that the vendor has read, understands and accepts the terms and conditions stated in this document and is willing to meet any further requirements as set out in the information sheet for the concession location requested.

GENERAL TERMS AND CONDITIONS

1. Vendors whose applications are accepted by the City of Pembroke will be required to enter into an Agreement with the City.
2. The City does not grant concession monopolies. The Agreement executed with a vendor may not be an exclusive contract for the provision of their described deliverables. The City may contract with others for the same or similar deliverables.
3. The vendor shall operate a beverage/food concession only and the premises shall be used for no other purpose or purposes whatsoever. A “beverage/food concession” shall mean a concession at which the following individual portion items or similar individual portion items shall be offered for sale:

coffees, teas, cold drinks, including soft drinks, soups, salads, sandwiches, hotdogs, hamburgers, french fries, ice cream & yogurt, fruit slush, donuts, bagels, pastries, cakes, pies, snack foods & candies

Any items not listed must be approved by the City.

4. Any merchandise or material which is either displayed or offered for sale and which is considered by the City to be of an adult nature, sexually explicit, provocative, slanderous, or hateful is not permitted to be displayed or sold. The City’s decision regarding which material or merchandise falls into the above description is final.
5. All vendors must follow an ethical code of conduct that ensures the public and City staff are treated with respect, there is no profanity, and customers are dealt with fairly in accordance with standard Canadian business practice.
6. The vendor shall not place, install or display any signs on City property without prior approval from the City and, if approved, all signs must comply with the City’s Sign By-Law.

7. The vendor shall conform to the aesthetic standards of the premises and must comply with any directives given by the City in regard to upkeep and maintenance of the concession, and signage. The cost of maintenance/upkeep of the concession and the installing, maintaining, changing and removing all signs, shall be borne by the vendor.
8. The vendor shall not make any alterations to the concession stand/building or add any utility services until plans showing the design and nature of the proposed alterations to the stand/building have been approved by the City. All such approved alterations shall be at the cost of the vendor.
9. The consent by the City to allow the making of improvements shall not be construed or deemed to be waiver of any obligation to obtain any necessary permit, licence, authorization or approval from any relevant authority. If the vendor makes any improvements without the required compliance, the City shall have the right to require the vendor to remove such improvements, at the vendor's expense, and to restore the concession to prior condition.
10. Any vendor selling food must comply with Renfrew County Health Unit regulations, Ministry of Transportation licensing and any other pertinent legislation. A copy of the Renfrew County Health Unit inspection report must be provided to the City prior to operation of concession.
11. Vendors must obtain commercial liability insurance in the amount of two million dollars (\$2,000,000) to cover the operation of their concession naming the City of Pembroke as an additional insured. A copy of this Certificate of Insurance must be provided to the City prior to operation of concession.
12. Mobile concession vendors must obtain a Vendor's Permit from the City of Pembroke to allow them to operate a mobile concession.
13. Vendors will pay an Operating Fee to the City to operate their concession. All profits from the concession belong to the vendor.
14. Vendor will be responsible for hydro hook-up/disconnect and hydro usage where required.
15. All costs for licenses, permits, charges, and fees required to operate the concession will be borne by the vendor.
16. The City reserves the right to cancel any Agreement entered into with the vendor, without refund or any other compensation, if there has been a complaint lodged concerning the vendor. If this decision is taken the vendor is required to cease operating immediately on receipt of written notice by the City and must vacate City property immediately.
17. At the end of the contract term, mobile concessions vendors must remove their mobile unit from City property. The premises must be left in the same state of repair as was found. Where vendors do not comply with this requirement, the vendor agrees to reimburse the City for all costs incurred in having the mobile unit removed, as well as all costs incurred to return the site to its original condition.
18. The City makes no guarantee of the value or volume of work the vendor will receive over the term of the Agreement.

OTHER

1. Where multiple applications are received for the same locations, the City will evaluate these applications to make a determination as to which vendor(s) will be awarded. To assist in the evaluation process, vendors may be contacted for additional information and references may be requested. Applications will be evaluated on type of concession, menu offering, visual appearance of the concession unit, etc.
2. The City reserves the right to reject any or all applications, to re-issue the request for applications, or to award a concession to any vendor at its sole discretion despite any provisions in this document. Further, if only one application is received for any given location, the City of Pembroke reserves the right to reject it.
3. The decision of the City as to the awarded vendor is final and not subject to review.
4. The information contained within this document is provided to assist the vendor in preparing their application as to matters of concern to the City of Pembroke and which the City would likely expect to be dealt with or be included in the Agreement which will ultimately be entered into between the City and the successful vendors. The City shall not be bound to accept any application which is submitted or to accept any application as submitted by the vendor without amendment, alteration, counter offer or any change which might result from negotiations between the parties.
5. Award is for the current season only. There is no commitment offered or implied to any vendor for subsequent years.

MARINA/WATERFRONT

MOBILE CONCESSION

CONTRACT TERM: May 19, 2017 – Thanksgiving Weekend 2017

TIME SCHEDULE: The suggested hours of operation for this location are:

Weekdays 11:00 am - 2:00 pm & 5:00 pm - 8:00 pm

Weekends 11:00 am - 2:00 pm & 5:00 pm - 8:00 pm

These times are **suggested** hours of operation only. Each vendor is required to state their proposed hours of operation in their submission.

CONCESSION SITE: Waterfront/Marina Area

HYDRO: The vendor is responsible for the Hydro hook-up/disconnect charges and Hydro usage.

MOBILE FOOD VENDOR LICENSE: Current fee is \$200 for period January-December or \$100 for period July-December.

SEASONAL BUSINESS OPERATION FEE: Current fee for Sidewalk Cart - \$100 plus HST or Mobile Food Unit - \$312.50 plus HST

PBIA ASSOCIATE MEMBERSHIP: Current fee is \$150.00 for Food Vendors located within the Pembroke Business Improvement Area boundaries

From time to time throughout the calendar year, the City hosts special events at which vendors, crafters and peddlers are given the opportunity to participate and sell their wares. The City's Special Event Policy governs these occasions which means additional competition from related and/or non-related businesses may be present on site. The concession will not be charged an additional fee to continue to operate on its designated site during these times.

