



The Municipality of the Village of Lions Bay

REQUEST FOR EXPRESSIONS OF INTEREST & PRE-QUALIFICATION

RFEIPQ 1707

For

FOOD TRUCK/FOOD CART

CLOSING DATE AND TIME:

Tuesday, July 4, 2017 at 4 PM PDT

Proposals will be received until via email or hand delivery during office hours.

SUBMIT PROPOSALS TO:

Attn: Peter DeJong, Chief Administrative Officer
Village of Lions Bay Municipal Hall
PO Box 141-400 Centre Rd,
Lions Bay BC, V0N 2E0
cao@lionsbay.ca

Introduction

The Village of Lions Bay (the “Municipality”) is a small, picturesque, seaside Village nestled at the base of southern British Columbia's Coast Mountain Range in the northwest corner of the Metro Vancouver Regional District. Towering over the Village are the twin peaks from which the Village gets its name, the Lions, or the Two Sisters as they are called by the indigenous peoples of the south coast. The picturesque beauty of the Village of Lions Bay’s parks and open spaces are continually gaining in popularity. They draw visitors to enjoy these amenities and are well-used by local residents and their children, both young and not so young.

Objective

As a trial program, the Lions Bay Events Committee is interested in hosting a few evening events in the Lions Bay Beach Park during the summer of 2017, with activities and possibly movie showings. Provision of food services is another aspect to these events and the Municipality is seeking expressions of interest from food truck or food cart vendors so that it can pre-qualify potential vendors and create a roster of food truck or food cart service providers (the “Food Truck Roster”). No event schedule has yet been set, but the Committee anticipates a few weeknight dates (Sunday – Thursday) in July and August, 2017. A successful trial program may lead to further dates in 2017 as well as continuation, or a potential expansion, of the program in 2018.

Qualified Proponents that meet the requirements identified in this Request for Expressions of Interest and Pre-Qualification (RFEIPQ) may be included on the Municipality’s Food Truck Roster for a period up to two years. The Municipality does not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the selected Proponent(s). Any Proponent who is selected for the Food Truck Roster, will be required to enter into a mutually agreeable non- exclusive services agreement with the Municipality. The Food Truck Roster will be utilized as required at the Municipality’s sole discretion, to meet the Municipality’s needs. The opportunity is event specific and will not provide vendors with any permit or license to provide their services at any times other than those specifically awarded.

This RFEIPQ should not be construed as an agreement to purchase goods or services and is issued solely for the purpose of obtaining Proposals. Neither the issuance of this RFEIPQ nor the submission of a proposal implies any obligation by the Municipality to enter into any Contract. The intent of this RFEIPQ is to identify those Proponents capable of meeting the Municipality’s requirements and with whom a final contract may be negotiated, but the submission of a proposal does create any contractual or other legal obligations or duties whatsoever owed to any Proponent by the Municipality.

Evaluation Process

Proposals will be assessed in accordance with the evaluation criteria and process outlined below. The Municipality will be under no obligation to receive further information, whether written or oral, from any Proponent. The Municipality is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal. Proposals should list 3 references and contact information from organizations with similar requirements as the Municipality.

Mandatory Requirements

The successful Proponents must comply with all Provincial laws and specifically the licencing requirements of the Vancouver Coastal Health Authority (VCH) prior to commencing the services including:

- a. Health Permit from VCH;
- b. Health and Safety plans as required by VCH;
- c. FOODSAFE certification for all food services personnel as required through VCH;
- d. Observance of all polices and guidelines of VCH, including compliance with the Canadian Food Inspection Agency guidelines with respect to cleaning, sanitization, food washing, food temperature and food storage.

Are you able to comply with this requirement?

Yes No

One hard copy or emailed copy of the Proposal must be received by the Chief Administrative Officer (CAO) by the closing date and time. The CAO may extend the RFEIPQ or allow a Proposal to be considered after the closing date and time in the CAO's discretion if less than 3 qualifying Proposals have been received by the closing date and time.

Desirable Criteria

Proposals meeting the mandatory criteria will then be evaluated and scored on the desirable criteria set out below totaling 100%. The Municipality's evaluation committee may be comprised of Municipal employees and Events Committee members. All decisions on the degree to which proposals meet the stated desirable criteria and the scores assigned during the evaluations, are at the sole discretion of the Municipality.

In addition to meeting the mandatory requirements above, Proponents should provide information regarding their experience providing food services, whether via food truck or restaurant chef or other relevant experience.

- a) Describe your company and the types of products/services offered.
- b) Provide qualifications of personnel and the number of years in the food services industry.
- c) Provide your Health and Safety plan including all information as required by VCH.
- d) Provide details of recent, similar clients or events for which you've provided services.

The Municipality will be interested in Proponents who can provide a quality menu including descriptions, portion sizes and pricing. Multiple forms of payment (e.g. cash, debit, credit card, etc.) will also provide a Proponent with points in the evaluation.

- a) Provide a sample menu including descriptions, portion sizes and pricing.
- b) Provide information on the type of payment accepted.

Availability to provide the services requested on the dates indicated, as well as other potential dates, should be verified in the Proposal and those who indicate they are available regardless of weather will score additional points. Conversely, the Municipality emphasizes that any dates selected for provision of food truck services may be cancelled at any time at the discretion of the Municipality, including for inclement weather.

- a) Provide the hours and days of the week your food truck is typically available.
- b) Describe how many days notification you need to cater an event or any minimum number of hours per visit.
- c) Indicate who will be the Municipality's primary contact.
- d) Provide information on the type of power and utilities required when serving, if any.

Qualifications	35%
Menu and Payment	35%
Availability of Food Truck	30%
TOTAL	100%

Proposals will be evaluated based on meeting the above desirable criteria. Proposals that achieve a score of 60% or higher may be included on the Food Truck Roster. The Contractor will restrict the serving of beverages to non-alcoholic offerings and will be required to provide current menus and pricing when requested throughout the term of the Contract.

Insurance

During the Term, the Contractor shall, at its expense, maintain the following additional insurance:

1. Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000.00 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for a Certificate of Insurance.
2. Employer Liability covering each of its employees to the extent of not less than \$2,000,000.00 where such employees are not covered by WorkSafe BC or where WorkSafe BC is not an exclusive remedy. *WorkSafe BC coverage is required to the extent mandated by law.*
3. Public Liability and Property Damage coverage with an inclusive limit of not less than \$2,000,000.00.
4. Cross Liability clause with the Municipality named as an additional insured.

Completeness of Proposal

By submitting a proposal the Proponent warrants that, if this RFEIPQ is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Proponent at no additional charge.

Interpretation

While the Municipality believes the information in this RFEIPQ is accurate, the information contained in this RFEIPQ is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by VIU, nor is it necessarily comprehensive or exhaustive. It is the Proponent's responsibility to understand all aspects of the RFEIPQ requirements. Should any details necessary for a clear and comprehensive understanding be required, it's the Proponent's responsibility to obtain clarification before submitting a Proposal.

Proposal Expenses

Proponents are solely responsible for their own costs and expenses with respect to their participation in this RFEIPQ, including but not limited to, preparing and submitting their proposal, presentations, demonstrations, site visits, interviews, meetings, or contract negotiations whether at the Municipality or elsewhere.

Conflict of Interest and Sub-Contracting

By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFEIPQ process, except any expressly disclosed in a Proposal. Using a Sub-Contractor to perform any part of the services may be acceptable and should be clearly identified in the Proposal.

Confidentiality

The Municipality recognizes the proprietary nature of information that may be contained in response to this RFEIPQ. Proponents must clearly mark and identify those areas of their Proposals which contain confidential information. The Municipality will not use or disclose such confidential information, except for the purposes of evaluating the proposals submitted under this RFEIPQ, or as may be required by law, including but not limited to the BC Freedom of Information and Protection of Privacy Act ("FIPPA"). Proponents shall keep confidential all information received from the Municipality in connection with this RFEIPQ. Proponents shall not use the Municipality's confidential information except as required to develop a proposal and presentation in response to this RFEIPQ.

No Liability

By submitting a proposal, the Proponent shall be responsible for and shall indemnify the Municipality, its employees, volunteers or agents associated with this RFEIPQ process, from all claims, loss and damages that relate to or arise out of errors, omissions or negligent acts relating to the RFEIPQ. This RFEIPQ does not give rise to any tendering law duties or any other legal obligations and the Proponent will have no right to make a claim against the Municipality with respect to the award of a Contract, the failure to award a Contract, or the failure to engage the Proponent in a response to this RFEIPQ. The Village of Lions Bay reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate Proponent's qualifications, to accept any proposal that may be deemed in the best interest of the Municipality and to negotiate terms and conditions of any proposal leading to acceptance and final execution of the contract. The lowest or any proposal may not necessarily be accepted. The Municipality reserves the right to use vendors who are not on the Food Truck Roster.

Questions

Any questions related to this RFP may be addressed to:

Peter DeJong, Chief Administrative Officer,
Village of Lions Bay, cao@lionsbay.ca
604-921-9333 (Office Hours); 604-905-9742 (After Hours)