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| **THE CORPORATION OF THE CITY OF MISSISSAUGA** | | | |
|  | | | |
| **FORM OF OFFER** | | | |
|  | | | |
| **PROCUREMENT NO.: PRC0002827** | | | |
|  | | | |
| Request for Proposal for Portable Outdoor Vending Carts, Mobile Trucks  To Supply Food & Beverage Services at Celebration Square, Mississauga | | | |
|  | | | |
| Closing Date: | **Wednesday, April 07, 2021** | Closing Time: | **4:00 pm, Local Time** |

To receive consideration, all submissions must be received on the Closing Date as noted above. Please submit your response via email in accordance with the Procurement Request Document as one (1) PDF, clearly marked with the procurement name and number and send to:

This Bid is submitted by:

|  |  |  |  |
| --- | --- | --- | --- |
| Full Legal Name of Firm: |  | | |
| Primary Address: |  | City: |  |
| Province/State: |  | Postal/Zip Code: |  |
| Name of Contact: |  | | |
| Telephone: | (   )    -    , ext. | Fax: | (   )    - |
| Email Address: |  | | |
| HST#: |  | WSIB #: (if applicable) |  |

Remittance Address (if different):

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|  |

**TO THE MAYOR AND COUNCIL OF THE CORPORATION OF THE CITY OF MISSISSAUGA:**

|  |  |  |  |
| --- | --- | --- | --- |
| I |  | of the |  |
|  | **(Declarant’s Name)** |  | **(City, Town, etc.)** |
| of |  | in the |  |
|  | **(Name of City, Town, etc.)** |  | **(Name of Region, County, etc.)** |
|  | make the following declaration on behalf of | |  |
|  |  | | **(Firm Name)** |

(“the Bidder”) and I have authority to make this declaration on behalf of, and to bind the Bidder to its contents. I declare:

1. **THAT** no person, firm or corporation other than the Bidder has any interest in this bid or in any contract that may result from this bid (“Contract”).

2. **THAT** the person whose name appears above (Declarant) has the adequate and sufficient authority to bind the Bidder and that, where the Bidder is a corporation, its corporate seal, if it should have one, is affixed to this bid.

3. **THAT** this bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.

4. **THAT** no member of the City Council, or any officer or employee of The Corporation of the City of Mississauga (the “City”) is, or will become interested directly or indirectly as a contracting party or otherwise in, or in the performance of, any Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or any of the monies to be derived therefrom.

5. **THAT:**

1. each one of the Bidder, its subcontractors and suppliers is in compliance with all municipal laws and regulations as they pertain to the City of Mississauga in respect of the operation of its respective business.
2. neither the Bidder nor any of its subcontractors or suppliers:  
   1. is currently or was, within the past two years, involved in judicial or arbitral proceedings against, by, or involving the City;
   2. is currently or was, within the past two years, involved in a claim against or by the City with respect to any other contract, proposal, submission or business transaction;
   3. has been convicted of a statutory offence and/or fraudulent act relating to the City within the past two years; or
   4. is related to or controlled by another person or entity to
   5. whom/which paragraph (i), (ii) or (iii) immediately above applies; or
   6. is related to or controlled by another person or entity that is not in compliance with paragraph 5(a) above.

6. **THAT** the Bidder declares that only the subcontractors, equipment and material suppliers identified below will be used by the Bidder in respect of the performance of the Contract and the Bidder will notify the City in writing of any changes within five (5) business days.

**LIST OF SUBCONTRACTORS:**

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**LIST OF EQUIPMENT SUPPLIERS:**

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| --- |
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**LIST OF MATERIAL SUPPLIERS:**

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| --- |
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7. **THAT** the Bidder agrees that if any statement contained in Clauses #1, 2, 3, 4, 5, or 6 is untrue or incorrect, the City shall be entitled at its sole discretion to reject this bid or, if such untruth or incorrectness comes to light after the bid is accepted, to terminate or refuse to enter into, as applicable, any Contract and to pursue any other legal recourse the City deems appropriate and that such untruth or incorrectness shall be a default under the Contract.

8. **THAT** if this bid is accepted, for the duration of any Contract:

1. the Bidder shall continue to comply with all municipal laws and regulations as they pertain to the City of Mississauga in respect of the operation of the Bidder’s business and shall ensure that its subcontractors and suppliers also remain in compliance in respect of the performance of any Contract; and
2. the Bidder shall comply with all federal and provincial laws and regulations, as well as any applicable City of Mississauga bylaws and policies in respect of the performance of any Contract.

9. **THAT** the Bidder has satisfied itself by such means as it prefers as to the actual conditions and requirements of the work and has secured all the information necessary to submit a bona fide bid.

10. **THAT** the Bidder agrees that this offer shall continue to be open for acceptance for a period of One Hundred and Twenty (120) days from the day of closing of the bid request and that the City may at any time within that period and without prior notice accept this bid whether any other bid has been previously accepted or not.

11. **THAT** the Bidder acknowledges that failure to supply satisfactory references may result, in the City's sole discretion, in the bid being rejected by the City.

12. **THAT** the Bidder agrees that if this bid is withdrawn before the Council or Purchasing Agent of the City has considered the bids and awarded a Contract, the amount of the deposit accompanying this bid, if any, shall be forfeited to the City.

13. **THAT** the Bidder:

* has carefully examined the locality and site(s), if applicable, of the proposed work, as well as all of the instructions, terms and conditions, specifications and other information contained in the procurement request; and
* does hereby bid and offer to enter into a Contract to, as applicable,
* do all of the work, and
* provide all of the labour, and
* provide, furnish, deliver, place and erect all materials mentioned and described or implied in the Contract including in every case freight and duty in effect on the date of acceptance of the bid, and all other charges, on the terms and conditions and in accordance with the provisions contained in the bid request, and
* accept in full payment for such work, labour, materials and other charges the sums calculated in accordance with the actual measured quantities and with the prices set forth in this bid.

14. **THAT** the Bidder agrees that the issuance of an executed Contract based on this bid shall be an acceptance of this bid.

15. **THAT** if this bid is accepted, the Bidder agrees to furnish the contract security, and a current Workplace Safety and Insurance Board Clearance Certificate and an Insurance Certificate, all as and when required, within seven (7) days after being notified to do so. In the event of default or failure on its part to do so, the Bidder agrees that the City shall be at liberty to retain the bid security, if any, for the use of the City, and to accept the next lowest or any bid or to advertise for new bids, or to carry out the works in any other way the City deems best. The Bidder also agrees to pay the City the difference between this bid and any greater sum that the City may expend or incur by reason of such default or failure on the Bidder’s part, including the cost of any advertisement for new bids.

The Bidder also agrees to indemnify and save harmless the City and its Mayor and Councillors, officers, employees and agents from all liability, loss, damage, cost, charges and expenses which they may suffer or be put to by reason of any such default or failure on the Bidder’s part.

16. **THAT,** if a contract security is required,the Bidder proposes a company which is willing to become bound with the Bidder in the amount designated for the due performance and fulfilment of any Contract.

17. **THAT** a bid security, if required, is enclosed.

18. **THAT** the Form of Offer, duly completed and authorized, is enclosed.

The Bidder agrees that bids received without the FORM OF OFFER will constitute a major irregularity under the City’s Policy and Procedure 03-06-02, *Bid Openings and Bid Irregularities*, and will be automatically rejected.

19. **THAT** the Bidder agrees that:

* if any requested information (other than the Form of Offer) is not included in the bid submission, the City may notify the Bidder and ask the Bidder to provide the missing information within the time period specified in the notice;
* if the Bidder fails to provide the information within the specified time period, such failure shall constitute a major irregularity under the Policy and Procedure referred to above, and the bid will be automatically rejected.

20. **THAT**, if the procurement request document includes a form of agreement that a successful bidder would be required to execute, then the Bidder agrees that, if it is the successful bidder, it will execute the agreement substantially in the form that appears in the bid request document, except for those provisions to which the Bidder has indicated its objections in its bid.

21. **THAT** the matters stated in the bid are in all respects true.

By my signature hereunder, it shall be understood that, on behalf of the Bidder as the Bidder’s authorized agent, I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Request Document, including the Bidder Information Package and any/all Special, Standard, and/or Supplementary Instructions and/or any/all Special and/or Standard Terms and Conditions of Contract, and Addenda No.    to   .

|  |  |
| --- | --- |
| Authorized Signature: |  |
| Name: |  |
|  | (Please Print) |
| Title: |  |
|  | (Please Print) |

*March 27, 2014*

*Form F10*

**SCHEDULE A**

**REFERENCES**

Provide a minimum of three (3) current customer references, preferably municipalities where you have recently completed similar projects. ***Please fill in the email address of Contact Person*.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company Name:** |  | | | |
| **Address:** |  | | | |
| **Contact Name:** |  | Position: | |  |
| **Phone #** |  | Fax #: |  | |
| **Email Address:** |  | | | |
| **Description of Work Performed:** |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company Name:** |  | | | |
| **Address:** |  | | | |
| **Contact Name:** |  | Position: | |  |
| **Phone #** |  | Fax #: |  | |
| **Email Address:** |  | | | |
| **Description of Work Performed:** |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company Name:** |  | | | |
| **Address:** |  | | | |
| **Contact Name:** |  | Position: | |  |
| **Phone #** |  | Fax #: |  | |
| **Email Address:** |  | | | |
| **Description of Work Performed:** |  | | | |

**Schedule B**

**Types of Refreshments and Foods**

Note: By filling in a suggested price this indicates you intend to sell that product. This list must be completed and included with your Proposal.

|  |  |  |
| --- | --- | --- |
| **Refreshments/Foods** | **Portion Size** | **Suggested Selling Price** |
| Soft drinks (cans only) |  | $ |
| Fruit Juices (plastic) |  | $ |
| Chips |  | $ |
| Pre-packages sandwiches |  | $ |
| Pizzas |  | $ |
| Hot Dogs |  | $ |
| Sausages |  | $ |
| Hamburgers |  | $ |
| French Fries (frozen/fresh) (specify) |  | $ |
| Salads |  | $ |
| List of additional products which are not shown above, including healthy food choices and nut free and halal products that may be mutually agreed upon. | | |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |

**Schedule C**

**MANDATORY REQUIRED DATES**

The following is a list of scheduled events and dates which are considered mandatory from the vendor rights. Vendor permits for these dates will be arranged through City staff. This permit includes a total of 105 vending dates included within the 2020-2021 season.

|  |  |  |
| --- | --- | --- |
| **DATES** | **TIMES** | **Indicate if NOT available** |
| May 1 – 14, 2021 | 10:30am – 11:00pm |  |
| May 16 – 23, 2021 | 10:30am – 11:00pm |  |
| May 25 – June 11, 2021 | 10:30am – 11:00pm |  |
| June 13 – June 18, 2021 | 10:30am – 11:00pm |  |
| June 20 – June 25, 2021 | 10:30am – 11:00pm |  |
| June 27 – June 30, 2021 | 10:30am – 11:00pm |  |
| July 2 – July 8, 2021 | 10:30am – 11:00pm |  |
| July 11 – July 16, 2021 | 10:30am – 11:00pm |  |
| July 19 – July 22, 2021 | 10:30am – 11:00pm |  |
| July 25 – July 29, 2021 | 10:30am – 11:00pm |  |
| August 2 – August 5, 2021 | 10:30am – 11:00pm |  |
| August 8 – August 13, 2021 | 10:30am – 11:00pm |  |
| August 15 – August 20, 2021 | 10:30am – 11:00pm |  |
| August 23 – August 26, 2021 | 10:30am – 11:00pm |  |
| August 30 – Sept 3, 2021 | 10:30am – 11:00pm |  |
| Sept 5 – Sept 10, 2021 | 10:30am – 11:00pm |  |
| Sept 12 – Sept 18, 2021 | 10:30am – 11:00pm |  |
| Sept 20 – 25, 2021 | 10:30am – 11:00pm |  |
| Sept 27 – Oct 8, 2021 | 10:30am – 11:00pm |  |

**SCHEDULE D**

**WINTER VENDING DATES**

Winter Vending dates are optional, and must be confirmed by the vendor no later than **Friday, September 10, 2021.** The City’s contract manager will notify the vendor if any changes to these times or dates arise or are removed. Vendor permits for these dates will be arranged through City staff.

|  |  |  |
| --- | --- | --- |
| **WINTER VENDING DATES** | **TIMES** | **Check off confirm**  **Attendance** |
| October 15 – 17, 2021 | 10:30am – 11:00pm |  |
| October 22 – 24, 2021 | 10:30am – 11:00pm |  |
| October 29 - 31, 2021 | 10:30am – 11:00pm |  |
| November 5 – 7, 2021 | 10:30am – 11:00pm |  |
| November 12 – 14, 2021 | 10:30am – 11:00pm |  |
| November 26 – 28, 2021 | 10:30am – 11:00pm |  |
| December 3 – 5, 2021 | 10:30am – 11:00pm |  |
| December 10 – 24, 2021 | 10:30am – 11:00pm |  |
| December 26 – 30, 2021 | 10:30am – 11:00pm |  |
| January 1 – 2, 2022 | 10:30am – 11:00pm |  |
| January 7 – 9, 2022 | 10:30am – 11:00pm |  |
| January 14 – 16, 2022 | 10:30am – 11:00pm |  |
| January 21 – 23, 2022 | 10:30am – 11:00pm |  |
| January 28 – 30, 2022 | 10:30am – 11:00pm |  |
| February 4 – 6, 2022 | 10:30am – 11:00pm |  |
| February 11 – 13, 2022 | 10:30am – 11:00pm |  |
| February 18 – 21, 2022 | 10:30am – 11:00pm |  |
| February 25 – 27, 2022 | 10:30am – 11:00pm |  |
| March 4 – 6, 2022 | 10:30am – 11:00pm |  |
| March 11 – 20, 2022 (March Break) | 10:30am – 11:00pm |  |
| March 25 – 27, 2022 | 10:30am – 11:00pm |  |

**Schedule E**

**Insert image here for exterior of truck or cart to be used.**

**Schedule F**

**Insert image here for interior of truck or cart to be used.**

**Schedule G**

**Insert image here for the menu of the truck or cart to be used.**