



# TOWN OF GRIMSBY



## Request for Quotations

For

**Major Refrigeration Peach King Centre Concession Services**

Request for Quotations No.: **RFQ 2026-10 CS**

Issued: **May 11<sup>th</sup>, 2026**

Submission Deadline: **June 5<sup>th</sup>, 2026 4:00 P.M. local time**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Respondents

### 1.1.1 Invitation

This Request for Quotations (the “RFQ”) is an invitation by Corporation of the Town of Grimsby (“the Town”) to prospective Respondents to submit quotations for **Major Refrigeration Peach King Centre Concession Services** as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

The Town of Grimsby, with a population of just over 30,000, is situated on the shores of Lake Ontario in the Niagara Region. It is a community known for its quality of life, strong sense of place, and active, engaged residents. The Major Refrigeration Peach King Centre (“MRPKC”), located at 162 Livingston Avenue, has long served as a hub for hockey, public skating, community events, and recreation programming for residents of all ages. Following a \$36.7 million expansion and renovation, supported in part by a \$16 million provincial grant through the Ontario Strategic Priorities Infrastructure Fund, the facility officially reopened as a modern, multi-use community hub on January 24, 2026 to significant community enthusiasm and strong early attendance.

The Town of Grimsby is seeking quotations from qualified Respondents for the provision of food and beverage services at the Major Refrigeration Peach King Centre, located at 162 Livingston Ave., Grimsby. The professional vendor must be capable of delivering high-quality food and beverage services in a safe, efficient, and customer-oriented manner. The Successful Respondent will enter into a Concession Agreement to operate the community centre concession facilities and provide services for community centre users, spectators, and special events.

### 1.1.2 Respondent Must Be Single Entity

The Respondent must be a single legal entity that, if selected, intends to enter into the contract with the Town. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one of those entities as the “Respondent”. The Respondent will be responsible for the performance of the Deliverables.

## 1.2 RFQ Contact

To contact the Town in relation to this RFQ, Respondents must initiate the communication electronically through email. The Town will not accept any Respondent communications by any other means, except as specifically stated in this RFQ.

For the purposes of this procurement process, the “RFQ Contact” will be:

Adrienne Marini  
Procurement Agent  
[amarini@grimsby.ca](mailto:amarini@grimsby.ca)

Respondents should only contact the RFQ Contact where specifically instructed to in this RFQ. All other communication in relation to this RFQ, up to and including the submission of the quotation, must be through email, as described above.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Town, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Respondent's quotation.

### **1.3 Accommodations for Respondents with Disabilities**

In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Town will accommodate for a disability, ensuring full and equitable participation throughout the RFQ process.

If a Respondent requires this RFQ in a different format to accommodate a disability, the Respondent must contact the RFQ Contact as soon as possible and in any event prior to the Submission Deadline. The RFQ in the different format will be issued only to the requesting Respondent and all addenda will be issued in such different format only to the requesting Respondent.

### **1.4 Contract for Deliverables**

#### **1.4.1 Type of Contract**

The selected Respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the "Agreement").

#### **1.4.2 Term of Contract**

The term of the Agreement is to be for a period of three (3) years beginning on September 1, 2026, with an option in favour of the Town to extend the Agreement on the same terms and conditions for an additional term of up to 2 years.

### **1.5 RFQ Timetable**

#### **1.5.1 Key Dates**

Issue Date of RFQ	May 11 <sup>th</sup> , 2026
Deadline for Questions	May 28 <sup>th</sup> , 2026 4:00 PM local time
Deadline for Issuing Addenda	May 1 <sup>st</sup> , 2026 4:00 PM local time
Submission Deadline	June 5 <sup>th</sup> , 2026 4:00 PM local time
Anticipated Ranking of Respondents	June 8 <sup>th</sup> – 12 <sup>th</sup>
Anticipated Execution of Agreement	July 1 <sup>st</sup> , 2026

The RFQ timetable is tentative only and may be changed by the Town at any time.

## **1.6 Submission Instructions**

### **1.6.1 Submission of Quotations**

Quotations must be submitted electronically to:

Purchasing@grimsby.ca

Submissions by other methods will not be accepted.

**In the event of any technical issues, Respondents are fully responsible for addressing such issues, and no extensions or accommodation will be granted as a result of submission difficulties.**

### **1.6.2 Quotations to be Submitted on Time**

Quotations must be finalized and emailed on or before the Submission Deadline. The time of receipt of quotations shall be determined by the receiving date and time on the email received by the Town. Late submissions will not be accepted and will be disqualified as late.

Respondents are cautioned that the timing of submission is based on when the quotation is received by the Town's system, not when a quotation is submitted by a Respondent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, Respondents should plan to submit quotations well in advance of the Submission Deadline to avoid submitting late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

The RFQ Contact will send a confirmation email to the Respondent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact the RFQ Contact.

### **1.6.3 Quotations to be Submitted in Prescribed Format**

Quotation materials should be prepared and submitted in accordance with the instructions in this RFQ document.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

### **1.6.4 Amendment of Quotations**

Respondents may amend their quotations prior to the Submission Deadline. However, the Respondent is solely responsible for ensuring that the amended quotation is received by the Town by the Submission Deadline.

### **1.6.5 Withdrawal of Proposals**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a Respondent may withdraw a submitted quotation. Prior to the Submission Deadline, Respondents may withdraw a submitted quotation by sending

an email to the RFQ Contact. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the Respondent.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The Town will conduct the evaluation of quotations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix B).

### **2.3 Stage II – Mandatory Technical Requirements**

The Town will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of the Town as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Quotations that fail to meet the mandatory technical requirements will be rejected.

### **2.4 Stage III – Evaluation**

Stage III will consist of evaluating the submitted proposals of each qualified respondent in accordance with Section F of the RFQ Particulars (Appendix B). The evaluation of proposals will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a Respondent's proposals appear to be abnormal in relation to the Deliverables, the Town may require the Respondent to provide a detailed explanation of the information to account and confirm that all requirements in respect of the Deliverables have been taken into account. If the Respondent is unable to satisfactorily account for the abnormal proposal, the Town may reject the quotation. The Town may also reject any quotation that contains unbalanced pricing. Proposals may be considered unbalanced where nominal or significantly understated/overstated forecasts are proposed for some elements of the Deliverables and inflated prices/forecasts are proposed for other elements of the Deliverables. Unbalanced pricing/forecasts includes, but is not limited to, "front-loaded" pricing which contains inflated pricing/forecasts for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing/forecasts for Deliverables to be provided or completed later in the contract.

### **2.5 Selection of Top-Ranked Respondent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and Respondents will be ranked based on their total scores. Subject to the reserved rights of the Town, the Top-Ranked Respondent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected Respondent will be the Respondent with the highest score on the non-price rated criteria.

## **2.6 Notice to Respondent and Execution of Agreement**

Notice of selection by the Town to the Selected Respondent shall be in writing. The Selected Respondent shall execute the Agreement in the form attached as Appendix A to this RFQ and satisfy any other applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), within fourteen (14) days of notice of selection. This provision is solely for the benefit of the Town and may be waived by the Town.

## **2.7 Failure to Enter into Agreement**

If a Selected Respondent fails to execute the Agreement or satisfy any pre-conditions of award within fourteen (14) days of notice of selection, the Town may, without incurring any liability, proceed with the selection of another Respondent and pursue all other remedies available to the Town.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Respondents to Follow Instructions**

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A Respondent who submits conditions, options, variations, or contingent statements either as part of its quotation or after receiving notice of selection, may be disqualified.

#### **3.1.2 Quotations in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the Respondent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the Respondent's quotation but not attached will not be considered to form part of its quotation.

#### **3.1.4 Past Performance**

In the evaluation process, the Town may consider the Respondent's past performance or conduct on previous contracts with the Town or other institutions.

#### **3.1.5 Information in RFQ Only an Estimate**

The Town and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to Respondents the general scale and scope of the Deliverables. It is the Respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

#### **3.1.6 Proponents to Bear Their Own Costs**

The Respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be Retained by the Town**

The Town will not return the quotation or any accompanying documentation submitted by a Respondent.

### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Town makes no guarantee of the value or volume of work to be assigned to the successful Respondent. The contract with the selected Respondent will not be an exclusive contract for the provision of the described Deliverables. The Town may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Respondents to Review RFQ**

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing through the RFQ Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Town is under no obligation to provide additional information, and the Town is not responsible for any information provided by or obtained from any source other than the RFQ Contact or the bidding system. It is the responsibility of the Respondent to seek clarification on any matter it considers to be unclear. The Town is not responsible for any misunderstanding on the part of the Respondent concerning this RFQ or its process.

### **3.2.2 All New Information to Respondents by Way of Addenda**

This RFQ may be amended only by addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Respondents by addendum posted on the website. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Town.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Town determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify, and Supplement**

When evaluating quotations, the Town may request further information from the Respondent or third parties in order to verify, clarify or supplement the information provided in the Respondent's quotation. The Town may revisit, re-evaluate, and rescore the Respondent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Respondents**

Once an agreement is executed by the Town and a Respondent, the other Respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within thirty (30) days of such notification. The RFQ Contact will contact the Respondent's representative to schedule the debriefing. Debriefings may occur in person at the Town's location or by way of conference call or other remote meeting format as prescribed by the Town.

#### **3.3.3 Procurement Protest Procedure**

Any Respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the Respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the Respondent wishes to challenge;
- (b) a clear explanation of the Respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the Respondent's contact details, including name, telephone number and email address.

The Town will send an initial response to acknowledge receipt of the Respondent's notice and indicate the date by which the Town will provide the Respondent with a formal response.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - (i) having or having access to confidential information of the Town in the preparation of its quotation that is not available to other Respondents;
  - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;

- (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Respondent's other commitments, relationships, or financial interests:
- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

The Town may disqualify a Respondent for any conduct, situation, or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Town may be precluded from participating in the RFQ process in instances where the Town has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

#### **3.4.3 Disqualification for Prohibited Conduct**

The Town may disqualify a Respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the Town determines that the Respondent has engaged in any conduct prohibited by this RFQ.

#### **3.4.4 Prohibited Proponent Communications**

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

#### **3.4.5 Proponent Not to Communicate with Media**

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

### **3.4.6 No Lobbying**

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Respondent(s).

### **3.4.7 Illegal or Unethical Conduct**

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Town; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

### **3.4.8 Supplier Suspension**

The Town may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Town, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Town will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Town in making its final decision.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Town**

All information provided by or obtained from the Town in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Town and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;

- (c) must not be disclosed without prior written authorization from the Town; and
- (d) must be returned by the Proponent to the Town immediately upon the request of the Town.

### **3.5.2 Confidential Information of Proponent**

A Respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the RFQ process, including the evaluation of quotations. If a Respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Respondent nor the Town will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to solicit non-binding quotations for consideration by the Town and may result in an invitation by the Town to a Respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and the Town by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the Respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Town to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The Town may cancel or amend the RFQ process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT (DRAFT)

**BETWEEN:**

**Corporation of the Town of Grimsby**

(referred to as the “Town”)

**AND:**

**[\*INSERT FULL LEGAL NAME OF SUPPLIER\*]**

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

### **1. Contract Documents**

The contract between the parties in respect of:

**[Insert Name of Project or Brief Description of Deliverables – should match the description used as the title of the RFX document]**

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates, and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the **[\*Insert RFX Document Name and #\*]**, including any addenda, (the “Solicitation Document”); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

### **2. Interpretive Value of Contract Documents**

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

**3. Execution**

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below.

**Corporation of the Town of Grimsby**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Town.

**【\*\*Insert Supplier's Full Legal Name\*\*】**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

## Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

### A. Description of Deliverables

[\*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate\*]

Please make reference to the Request for Proposal as well as the Supplier's submission for the schedule of deliverables, as well as Rates and Specific Provisions.

### B. Rates and Disbursements

#### B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Town to the Supplier under the Contract shall not exceed [\*insert maximum contract amount\*] (\$xxx).

#### B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[\*insert personnel and rate information or replace this section with other applicable form of rate breakdown\*]

### C. Payment Terms

The payment terms for the Contract are as follows: **Monthly progress report invoices payable** net 30 days.

All payments shall be made to the Town within fifteen (15) days following the end of the month. It is the policy of the Town that application by a vendor for penalty charges for late payment will not be allowed.

To ensure that payment is not deferred, the following information shall be on all invoices:

- Purchase Order Number (if applicable)
- Reference to the RFX Number
- Name of vendor
- Supplier address
- HST registration number
- Complete product/service description (Progress report with updated Gantt chart/contribution matrix)
- All applicable supporting documentation
- Date of invoice
- HST (where applicable)

The Town reserves the right to request further evidence of breakdown or supporting documentation to establish a fair and reasonable evaluation of the invoice. Should such information be required, the receipt date of the invoice shall be adjusted accordingly.

Invoices shall be submitted in a timely manner as the term for deliverables progresses.

Invoices shall be submitted in PDF by email to [accountspayable@grimsby.ca](mailto:accountspayable@grimsby.ca) or mailed to the:

Corporation of the Town of Grimsby  
Finance Department  
Attention: Accounts Payable  
160 Livingston Avenue  
Grimsby, ON, L3M 0J5

**It is the sole responsibility of the Supplier to ensure the Town has up to date banking information to facilitate EFT payment.**

**D. Town and Supplier Representatives**

The Town Representative and contact information for the Contract is:

[\*insert name and title of the Town’s representative in charge of the contract and contact details, including mailing address and email address\*]

The Supplier Representative and contact information for the Contract is:

[\*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address\*]

**E. Term of Contract**

The Contract shall take effect on the [\*insert date\*] (the “Effective Date”) and shall be in effect until [\*insert end date of initial term\*] (the “Expiry Date”), with an option in favour of the Town to extend the term for an additional period of [\*insert extension period, if applicable, or revise this language as necessary\*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law (the “Term”).

**F. Specific Provisions**

[\*Insert any additional contract performance terms or modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from the Supplier’s Submission or negotiated changes to the Solicitation Document, if applicable\*]

## Schedule 2 - Standard Terms and Conditions

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## ARTICLE 1 – INTERPRETATION

### 1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

**“Authority”** means any government authority, agency, body, or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies, and departments;

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Town has elected to be closed for business;

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Town and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier’s other commitments, relationships, or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its contractual obligations;

**“Deliverables”** means everything developed for or provided to the Town in the course of performing under the Contract or agreed to be provided to the Town under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation, and other materials, however recorded, developed, or provided;

**“Effective Date”** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Expiry Date”** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Indemnified Parties”** means the Town and the Town’s officials, directors, officers, agents, employees, and volunteers;

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment, and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Town;

**“Intellectual Property”** means any intellectual, industrial, or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial, or proprietary rights protected or protectable by legislation, by common law, or at equity;

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

**“Newly Created Intellectual Property”** means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

**“Person”** if the context allows, includes any individuals, persons, firms, partnerships, or corporations, or any combination thereof;

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Record”** means any recorded information, including any Personal Information, in any form: (a) provided by the Town to the Supplier, or provided by the Supplier to the Town, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**“Supplier Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Supplier’s Intellectual Property”** means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

**“Term”** is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions);

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than the Town or the Supplier;

**“Town Confidential Information”** means all information of the Town that is of a confidential nature, including all confidential information in the custody or control of the Town, regardless of whether it is identified as confidential or not, and whether recorded or

not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, Town Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Town, the Supplier, or any third-party; (ii) all information (including Personal Information) that the Town is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the Town or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law; and

“**Town Representative**” is as set out in Schedule 1 (Schedule of Deliverables, Rates, and Specific Provisions).

## **ARTICLE 2 – GENERAL TERMS**

### **2.01 No Indemnities from the Town**

Notwithstanding anything else in the Contract, any express or implied reference to the Town providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Town beyond the obligation to pay the Rates in respect of Deliverables accepted by the Town, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

### **2.02 Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral, or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

### **2.03 Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **2.04 Failure to Enforce Not a Waiver**

Any failure by the Town to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Town of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

### **2.05 Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

**2.06 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law, or in equity.

**2.07 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, or email and shall be addressed to, respectively, the Town Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

**2.08 Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN TOWN AND SUPPLIER**

**3.01 Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Town under the Contract.

**3.02 Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

**3.03 Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind the Town or to assume or create any obligation or responsibility, express, or implied, on behalf of the Town. The Supplier shall not hold itself out as an agent, partner, or employee of the Town. Nothing in the

Contract shall have the effect of creating an employment, partnership, or agency relationship between the Town and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors.

**3.04 Non-Exclusive Contract, Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the Town on a non-exclusive basis. The Town makes no representation regarding the volume of goods and services required under the Contract. The Town reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

**3.05 Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers, and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims, or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

**3.06 No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Town. Such consent shall be in the sole discretion of the Town and subject to the terms and conditions that may be imposed by the Town. Without limiting the generality of the conditions which the Town may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates, or volunteers and the Town.

**3.07 Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Town and shall comply with any terms and conditions subsequently prescribed by the Town resulting from the disclosure.

**3.08 Conflict of Interest**

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Town without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Town to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Town may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Town to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the Town. This paragraph shall survive any termination or expiry of the Contract.

### 3.09 **Contract Binding**

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators, and their permitted assigns.

## **ARTICLE 4 – PERFORMANCE BY SUPPLIER**

### 4.01 **Commencement of Performance**

The Supplier shall commence performance upon receipt of written instructions from the Town.

### 4.02 **Deliverables Warranty**

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship, and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Town, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Town in a rectification notice.

### 4.03 **Health and Safety**

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations, and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide the Town with evidence of the Supplier's compliance with this section upon request by the Town.

### 4.04 **Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the Town, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Town's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage, or customs brokerage charges, shall be paid by the Town, unless specifically agreed by the Town in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the Town. Receipt of the Deliverables at the Town's location does not constitute acceptance of the Deliverables by the Town. The Deliverables are subject to the Town's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Town, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Town in a rectification notice.

### 4.05 **Use and Access Restrictions**

The Supplier acknowledges that unless it obtains specific written preauthorization from the Town, any access to or use of the Town property, technology, or information that is not necessary for the performance of its contractual obligations with the Town is strictly prohibited. The Supplier further acknowledges that the Town may monitor the Supplier to

ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

**4.06 Notification by Supplier of Discrepancies**

During the Term, the Supplier shall advise the Town promptly of: (a) any contradictions, discrepancies, or errors found or noted in the Contract; (b) supplementary details, instructions, or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

**4.07 Change Requests**

The Town may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Town change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Town and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

**4.08 Pricing for Requested Changes**

Where a Town change request includes an increase in the scope of the previously contemplated Deliverables, the Town shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Town and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

**4.09 Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Town, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

**4.10 Time**

Time is of the essence of the Contract.

**4.11 Rights and Remedies Not Limited to Contract**

The express rights and remedies of the Town and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Town or any other obligations of the Supplier at law or in equity.

**ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT**

- 5.01 **Payment According to Contract Rates**  
The Town shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.
- 5.02 **Hold Back or Set Off**  
The Town may hold back payment or set off against payment if, in the opinion of the Town acting reasonably, the Supplier has failed to comply with any requirements of the Contract.
- 5.03 **No Expenses or Additional Charges**  
There shall be no other charges payable by the Town under the Contract to the Supplier other than the Rates established under the Contract.
- 5.04 **Payment of Taxes and Duties**  
Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.
- 5.05 **Withholding Tax**  
The Town shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.
- 5.06 **Interest on Late Payment**  
If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.
- 5.07 **Document Retention and Audit**  
For seven (7) years after the expiration or termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the Town in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Town shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

## **ARTICLE 6 – CONFIDENTIALITY**

- 6.01 **Confidentiality and Promotion Restrictions**  
Any publicity or publications related to the Contract shall be at the sole discretion of the Town. The Town may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Town without the prior written consent of the Town. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Town.
- 6.02 **Town Confidential Information**

During and following the Term, the Supplier shall: (a) keep all Town Confidential Information confidential and secure; (b) limit the disclosure of Town Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit, or use any Town Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Town and (ii) in respect of any Town Confidential Information about any third-party, the written consent of such third-party; (d) provide Town Confidential Information to the Town on demand; and (e) return all Town Confidential Information to the Town on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

**6.03 Restrictions on Copying**

The Supplier shall not copy any Town Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

**6.04 Notice of Breach**

The Supplier shall notify the Town promptly upon the discovery of loss, unauthorized disclosure, unauthorized access, or unauthorized use of Town Confidential Information.

**6.05 Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Town or to any third-party to whom the Town owes a duty of confidence, and that the injury to the Town or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Town is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

**6.06 Notice and Protective Order**

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors become legally compelled to disclose any Town Confidential Information, the Supplier will provide the Town with prompt notice to that effect in order to allow the Town to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Town and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Town Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Town) that such Town Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Town Confidential Information subject to those terms and conditions.

**6.07 Records and Legislative Compliance**

The Supplier and the Town acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third-parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the Town within seven (7) calendar days of being directed to do so by the Town for any reason including

an access request or privacy issue; (c) not to access any Personal Information unless the Town determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose, or destroy any Personal Information for any purposes that are not authorized by the Town; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction, or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Town representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Town would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Town may be disclosed by the Town where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

**6.08 Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

**ARTICLE 7 – INTELLECTUAL PROPERTY**

**7.01 Town Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title, and interest in and to all concepts, techniques, ideas, information, and materials, however recorded, (including images and data) provided by the Town to the Supplier shall remain the sole property of the Town at all times.

**7.02 No Use of the Town Insignia**

The Supplier shall not use any insignia or logo of the Town except where required to provide the Deliverables, and only if it has received the prior written permission of the Town to do so.

**7.03 Ownership of Intellectual Property**

The Town shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Town and the Town accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Town all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Town a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Town.

**7.04 Supplier's Grant of License**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Town a perpetual, world-wide, non-exclusive, irrevocable, transferable,

royalty free, fully paid up right and license: (a) to use, modify, reproduce, and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors, or sub-contractors, to do any of the former on behalf of the Town.

**7.05 No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Town to modify, further develop or otherwise use the Deliverables in any way that the Town deems necessary, or that would prevent the Town from entering into any contract with any contractor other than the Supplier for the modification, further development of, or other use of the Deliverables.

**7.06 Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

**7.07 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

**ARTICLE 8 – INDEMNITIES AND INSURANCE**

**8.01 Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought, or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third-party bodily injury (including death), personal injury, and property damage, in any way based upon, occasioned by, or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers, or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue, or profit, by any person, entity, or organization, including, without limitation, the Town, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

**8.02 Insurance**

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- a) commercial general liability insurance on an occurrence basis for third-party bodily injury, personal injury, and property damage, to an inclusive limit of not less than **five million (\$5,000,000)** per occurrence and including products and completed operations liability. The policy is to include the following:

- the Town as an additional insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
- contractual liability coverage
- cross-liability and severability of interests clause
- employers liability coverage
- 30 day written notice of cancellation, termination, or material change
- tenants legal liability coverage (if applicable and with suitable sub-limits)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles

**[\*\*Note: Insert (b) only if warranted based on the type of work being performed\*\*]**

- b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than **[\*Insert amount\*]** per claim and in the annual aggregate.

#### 8.03 **Proof of Insurance**

The Supplier shall provide the Town with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide the Town with renewal replacements on or before the expiry of any such insurance. Upon the request of the Town, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Town and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

#### 8.04 **Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Town upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the Town for any and all liability, loss, costs, damages, and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

### **ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION**

#### 9.01 **Immediate Termination of Contract**

The Town may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the

Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Town and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Town; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Town; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

**9.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the Town may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Town. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Town may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Town to immediately terminate the Contract.

**9.03 Termination on Notice**

The Town reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

**9.04 Supplier's Obligations on Termination**

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the Town, provide the Town with any completed or partially completed Deliverables; (b) provide the Town with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Town pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the Town to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Town, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

**9.05 Supplier's Payment Upon Termination**

On termination of the Contract, the Town shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Town may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

**9.06 Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Town under the Contract, at law or in equity.

9.07 **Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the Town exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions, and covenants contained in the Contract. The option shall be exercisable by the Town giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 **Evaluation of Performance**

The Supplier will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the Town may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

# APPENDIX B – RFQ PARTICULARS

## A. THE DELIVERABLES

### Introduction and Purpose

The Town of Grimsby is seeking proposals from qualified Respondents for the provision of food and beverage services at the Major Refrigeration Peach King Centre, located at 162 Livingston Ave., Grimsby.

The professional Respondent must be capable of delivering high-quality food and beverage services in a safe, efficient, and customer-oriented manner. The Successful Respondent will enter into a Concession Agreement to operate the community centre concession facilities and provide services for community centre users, spectators, and special events.

### 1. Purpose and Objectives

The Town owns and operates the Major Refrigeration Peach King Centre located at 162 Livingston Ave. (the “Community Centre”).

The Town will grant the Successful Respondent the right to operate food and beverage concession services within the Community Centre, and the Successful Respondent agrees to provide such services under the terms set forth in the Concession Agreement.

### Objectives

The Town’s objectives for this concession operation are to:

- Provide affordable, high-quality food and beverage options
- Ensure excellent customer service
- Maintain high standards of cleanliness and food safety
- Support efficient service during peak event periods
- Generate revenue for the Town through concession operations

### 2. Term

The term of this Agreement shall be for a period of three (3) years and will begin on September 1, 2026 and shall continue until August 30, 2029 unless earlier terminated as provided herein. The Respondent will have access to the premises as of August 1, 2026 for preparations for September 1, 2026.

The Town may, at its sole discretion, renew this Agreement for two (2) additional years subject to mutually agreed terms.

### 3. Project Background and Facility Description

The Town of Grimsby, with a population of just over 30,000, is situated on the shores of Lake Ontario in the Niagara Region. It is a community known for its quality of life, strong sense of place, and active, engaged residents. The Major Refrigeration Peach King Centre (“MRPKC”), located at 162 Livingston Avenue, has long served as a hub for hockey, public skating, community events, and recreation programming for residents of all ages. Following a \$36.7 million expansion and

renovation, supported in part by a \$16 million provincial grant through the Ontario Strategic Priorities Infrastructure Fund, the facility officially reopened as a modern, multi-use community hub on January 24, 2026 to significant community enthusiasm and strong early attendance.

The expanded facility features a brand-new dividable double gymnasium, a second-floor indoor walking track, a fitness centre and fitness studio, multi-use community rooms, a youth centre, a reflection room, and significant lobby and dressing room improvements. Community interest has been exceptional from day one, with the walking track and gymnasium in particular drawing strong daily attendance. The MRPKC is also home to the Town's 55+ Active Living Club, which has grown to over 600 members, ensuring the facility is active with daytime programming throughout the week. Combined with the evening and weekend demands of hockey, skating, and private rentals, the MRPKC is a genuinely busy, all-day destination year-round.

#### **4. The Concession Space**

The concession is approximately 390 square feet and features a U-shaped service counter with direct visibility to the main facility lobby and an adjacent public seating area. The space has been specifically designed and constructed for food and beverage concession operations and includes the following built-in infrastructure:

- Millwork-integrated back counter and front service counter
- Refrigerated and ambient self-serve/served display case (CUBE SQSRD model), integrated into the millwork, provided by the Town
- Hand washing sink, dedicated handwash only as required by public health (built-in, provided by the Town)
- Double sink for equipment washing and food preparation (built-in, provided by the Town)
- Power supply sized and designed to support the concession equipment described in Section 5
- Water and drainage connections
- Internet and networking infrastructure for digital menu displays and point of sale systems
- Key card access control system
- Surveillance coverage

The concession space is provided "as is" and has been inspected by Niagara Region Public Health. The space does not have a hood vent. The Operator acknowledges the Concession Area has no hood vent and all equipment must be ventless and self-contained. All cooking equipment brought into the space by the Vendor must be ventless and self-contained. See Section 6 for equipment requirements.

Respondents are strongly encouraged to review all attached drawings and reference documents before preparing their proposals. Refer to the following attachments:

- Attachment 1: MRPKC Expansion Floor Plans
- Attachment 2: Concession Millwork Drawing
- Attachment 3: Concession Electrical Drawing
- Attachment 4: Concession Sample Equipment Layout (illustrative only, see note below)

- Attachment 5: Current Photos of Concession Space
- Attachment 6: Refrigerated Display Case Specifications

**Note:** This layout is provided for illustrative purposes only. Respondents are not required to follow it and are encouraged to propose the equipment configuration that best supports their operations, within the physical and utility limits of the space.

## **5.0 Estimated Facility Visitation**

The Major Refrigeration Peach King Centre is Grimsby's primary indoor community recreation facility and serves a broad and diverse user base across all ages and interests. The facility operates year-round, with activity from early morning through late evening on most days.

### **5.1 Community Tenants and User Groups**

The MRPKC serves a broad and diverse community user base. The facility is home to numerous sports organizations and clubs, including minor hockey, figure skating, recreational hockey leagues, Junior C hockey, lacrosse, basketball, volleyball, and pickleball. The 55+ Active Living Club, with over 600 members, anchors a busy daytime schedule throughout the week. The fitness centre, fitness studio, and free public 150-metre indoor walking track draw consistent daily use across all age groups. The facility also supports summer camps, fitness programming, multi-purpose room rentals for private events and meetings, and passive gathering in the lobby and seating areas.

### **5.2 Special Events**

Regular facility attendance is further augmented by a calendar of special events hosted by both the Town and third-party organizers. These events bring significant incremental traffic above and beyond day-to-day operations and represent strong concession opportunities. Recent and recurring events include hockey tournaments, basketball tournaments, the Home Show, Family Day celebrations, New Year's Eve events, and the Active Living Fair, among others.

### **5.3 Estimated Annual Visitation**

The Town has estimated annual facility visitation based on camera-based door counts collected over a representative seven-day period in March 2025. That count recorded approximately 10,570 visits across the main and secondary entrances in a single week. This figure is notably not from a peak period, as February typically represents the highest-attendance month of the ice season due to playoff activity and winter tournaments.

Applying seasonal adjustment factors across the eight-month ice season (September through April), the dry season (May through August, when lacrosse, gymnasium sports, summer camps, and fitness programming continue but at lower volumes), and accounting for special event uplift, the Town estimates annual visitation at approximately 375,000 to 400,000 visits per year. This figure is consistent with a busy, multi-use community recreation facility of this scale and reflects the MRPKC's role as Grimsby's primary indoor recreation destination.

These figures are provided solely for information purposes to assist Respondents in understanding the general scale and character of the concession opportunity. All visitation counts, projections, and other usage information are estimates only, are subject to change, and may be affected by factors outside of the Town's control. The Town makes no representation, warranty, or guarantee as to actual visitation levels or future facility use during the term of any agreement, and the Town will not be liable for any loss, cost, damage, or expense incurred by any Respondent as a result of the accuracy or inaccuracy of such information or the Respondent's reliance on it.

Respondents are solely responsible for conducting their own due diligence and forming their own assumptions in preparing their proposals.

## 6. Services Provided

The Respondent shall operate food and beverage concession services during:

- Prime facility hours which may vary seasonally and annually
- Major tournament and special events
- High attendance public drop in events
- Other scheduled Community centre activities

Services shall include the sale of:

- Food items
- Non-alcoholic beverages
- Snacks
- Other items approved by the Town

**Alcoholic beverage service is not permitted at this time and shall not be included in this proposal. This item may be reconsidered in the future and would be subject to Council approval.**

Other service conditions include:

- The Town reserves the right to allow food service to occur from within rental rooms so long as it is limited to their participants only. Food and beverage giveaways and sales that are oriented for all patrons of the facility will be reviewed with the Respondent.
- Town of Grimsby special events are permitted to have and to sell food and beverages and will communicate these plans with the Respondent. Special events led by third parties that wish to sell or give away food may be permitted, subject to prior discussion with the Successful Respondent. The Respondent should be prepared to either provide for the need requested or permit other renters to offer enhanced temporary services.
- Advertising and promotions of the concession area is restricted to the concession rental space.
- The open lounge area that is the south of the concession booth may be used for food and beverage consumption; however the space is not dedicated to the concession, and it may be used for other purposes.
- Access to the concession area is only available when the facility is open. Facility keys and access outside of operating hours will not be provided.
- The Respondent is responsible for receiving all deliveries and invoices related to the concession operation.
- Third party advertising, promotions and sponsorships are not permitted at the concession other than promotion of the products being sold.
- At the end of the agreement term, the Respondent must return the concession area to its original condition and restore any areas damaged, worn, or altered.

## 7. HOURS OF OPERATION

The Respondent shall operate during community centre events and scheduled programming as determined by the Town.

Hours of operation will form part of the official agreement and changes to it will be subject to review with the Town and the Respondent. The Town shall provide event schedules with reasonable advance notice.

Typical hours may include:

<b>Season</b>	<b>Facility Hours</b>	<b>Minimum operating hours</b>
Ice Season (Sept – April inclusive) Monday – Friday	6 am – 11 pm	5 pm - 9 pm
Ice Season (Sept – April inclusive) Saturday – Sunday	6 am – 11 pm	10 am – 6 pm
Dry Season (May – August inclusive) Monday – Friday	6 am – 10 pm	530 pm – 830 pm
Dry Season (May – August inclusive) Saturdays and Sundays optional	6 am – 10 pm	10 am – 2 pm

## **8. FEES AND REVENUE SHARING**

### **Concession Fee**

The Respondent shall pay the Town:

- \$8,000 per operating year OR
- 15% of gross concession sales (Revenue before taxes, deductions, etc.), whichever is greater.

### **Reporting**

The Respondent shall provide monthly sales reports detailing gross revenue and applicable payments. The Respondent agrees to provide additional information to substantiate the payments if requested.

### **Payment Schedule**

Payments shall be made monthly, no later than 15 days after the end of each month.

The Town reserves the right at its discretion to audit the Respondent’s books and records related to this Agreement, up to once per calendar year with fifteen (15) days’ written notice.

## **9. PRICING AND MENU**

The Respondent shall:

- Provide a menu that includes a variety of food items including snacks and packaged good, meal options, healthy choice options and family friendly menu items.
- Maintain adequate inventory levels to meet demand during peak periods.
- Maintain inventory logs of all goods and equipment
- Limit product sales to food and beverages only
- Offer efficient service during tournaments and large events.

- Ensure that food and beverage prices are reasonable and comparable to similar municipal facilities. Prices are expected to be competitive and in line with food market industry pricing
- Where possible the Respondent will use recycled and recyclable materials for packaging and serving products.

The Town reserves the right to approve, review, or request modification of concession pricing.

## 10. EQUIPMENT AND FACILITIES

### Town Equipment

The Town shall provide:

#### Built-In Fixed Infrastructure (included in millwork)

- Millwork back counter and front service counter
- Refrigerated and ambient display case (CUBE SQSRD Ref. Self Serve/Dry Dual Case), integrated into the millwork, with the refrigerated section operating at 2°C to 4°C (37°F to 40°F). Specification detailed in Attachment # 6. I
- Hand washing sink (dedicated handwash only)
- Double sink (for equipment washing and food preparation)

#### Facility Services and Infrastructure

- Electricity, with power supply sized to support the concession equipment (refer to Attachment 3: Concession Electrical Drawing for specifications)
- Water and drainage connections
- Internet and networking infrastructure for digital menu displays and POS systems
- Key card access to the concession area during facility operating hours
- Surveillance system coverage of the concession area
- Daily garbage and waste collection from the facility's common waste areas
- Lockable security grill

**Vending Machines** The Town currently operates multiple vending machines on-site that dispense beverages and snacks. The Town retains all revenue from these machines. All machines are located further from the main lobby than the concession and are intended primarily to supplement service during hours when the concession is closed. The Respondent shall have no claim to vending machine revenue. The Town reserves the right to add additional vending machines to meet public demand, with locations determined in collaboration with the Respondent.

#### Respondent Equipment

The Respondent shall supply, install, and maintain all equipment required to operate the concession, other than items listed in Section 10.1. All equipment must be ventless and self-contained, as the concession space does not have a hood vent. All equipment must be CSA-approved and comply with Electrical Safety Authority (ESA) standards and must be approved by the Town prior to installation. Respondents should review Attachment 3: Concession Electrical Drawing to confirm utility capacity prior to specifying equipment.

Equipment shall include but is not limited to:

- All cooking, heating, and food preparation appliances (ventless and self-contained)
- All refrigeration and freezer units (energy-efficient models required)
- All hot and cold beverage equipment
- POS system capable of accepting cash, debit, and credit payments
- All smallwares, serving equipment, and consumables
- All safety resources required for the operation of equipment, including fire extinguishers and any equipment-specific safety provisions

The space was designed to accommodate the following types of equipment, considering spacing and electrical requirements. Respondents are not required to provide all items and may propose alternative configurations appropriate to their menu and operations:

- Ventless air fryer with HEPA-type built-in filtration, integral fire suppression, and programmable controls
- Commercial coffee brewer and satellite warmer
- Hot water boiler/dispenser
- Hot chocolate machine
- Slushie/frozen beverage machine
- Commercial microwave (1,800W, commercial grade)
- Nacho holding and display cabinet
- Heated cheese dispenser
- Popcorn maker (kettle system)
- Heated butter pump
- Hot dog roller (countertop)
- Counter-top hot food display (served model, with water reservoir and heat)
- POS system (provided by the Respondent)

### **Maintenance and Operations**

- The Respondent shall maintain all equipment in clean and safe operating condition and maintain good records of such.
- The Respondent will not enter into any service, maintenance, or operations agreement without the Town's prior review.
- The Respondent shall provide daily housekeeping and cleaning of the space.
- The Respondent shall provide all signage for the concession, including hours of operation and menu choices, which must be approved by the Town and kept contained to the concession area.
- The Respondent agrees to make reasonable efforts to conserve energy and to align with the Town on its energy-saving goals.

### **11. HEALTH AND SAFETY AND SECURITY**

The Respondent shall:

- Comply with all public health regulations
- Maintain food safety certifications where required
- Obtain and maintain all licenses and permits

- Follow fire and safety regulations, workplace safety regulations and municipal bylaws.
- The Town is not responsible for theft, vandalism, or tampering. The Respondent is responsible for safety and security of the concession area at all times.

All required inspections and permits shall be the responsibility of the Respondent and will be provided to the Town upon request.

## **12. CLEANLINESS AND WASTE MANAGEMENT**

The Respondent shall:

- Maintain the concession area in a clean and sanitary condition
- Remove trash and recycling from the concession area
- Follow municipal waste management policies
- Daily garbage and waste collection from the facility's common waste areas

## **13. STAFFING**

The Respondent shall

- provide all staffing required to operate concession services, including hiring, payroll and supervision
- Ensure staff are properly trained in:
  - Customer service
  - Food safety and safe food handling
  - Emergency procedures for the facility and for the operations of the concession
- Provide all safety equipment, training documentation and any personal protective equipment required.
- Ensure that the concession is adequately staffed, adjusting to anticipated peak demands as required.

## **B. MATERIAL DISCLOSURES**

### **Arrears and Good Standing with the Town**

Respondents must not be in arrears to the Town for any taxes, charges, penalties, fees, or other amounts owing whatsoever at the time of bid submission. Failure to be in good standing with the Town shall result in the automatic disqualification of the bid without further consideration.

### **Designated Emergency Space**

The Town is currently waiting on the results of a Red Cross audit completed April 22, 2026 to designate the MRPKC a space to support emergencies. If the audit is successful, a separate agreement for emergency use will be negotiated with the successful respondent on the use of the Concession area during declared emergency events.

### **Examination of Site**

Respondents shall satisfy themselves as to the nature of the work and conditions to be encountered at the site. The Respondent shall pay particular attention to the area available and note that the site is owned by the Town of Grimsby and that no alterations are permitted without permission of the Town.

### **As-Is Concession Area**

The concession area is provided “as is” and has been inspected by Niagara Region Public Health. The space does **not** have a hood vent. The successful Respondent acknowledges the concession area has no hood vent and all equipment must be ventless and self-contained. All cooking equipment brought into the space by the Respondent must be ventless and self-contained. See Section 6 for equipment requirements. **Note:** This layout is provided for illustrative purposes only. Respondents are not required to follow it and are encouraged to propose the equipment configuration that best supports their operations, within the physical and utility limits of the space.

### **MRPKC Visitation Estimates**

The visitation figures are provided solely for information purposes to assist Respondents in understanding the general scale and character of the concession opportunity. All visitation counts, projections, and other usage information are estimates only, are subject to change, and may be affected by factors outside of the Town’s control. The Town makes no representation, warranty, or guarantee as to actual visitation levels or future facility use during the term of any agreement, and the Town will not be liable for any loss, cost, damage, or expense incurred by any Respondent as a result of the accuracy or inaccuracy of such information or the Respondent’s reliance on it. Respondents are solely responsible for conducting their own due diligence and forming their own assumptions in preparing their proposals.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix C)**

Respondents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

### **2. Other Mandatory Submission Requirements**

## **D. MANDATORY TECHNICAL REQUIREMENTS**

## **E. PRE-CONDITIONS OF AWARD**

### **1. Signed AODA Contractor Compliance**

### **2. Completion of Contractor Safety Program**

This includes demonstration that the Respondent's organization has maintained a safe environment for workers. Health and Safety Certification must be uploaded under Appendix C – Submission Form.

### 3. Workplace Safety and Insurance

The Respondent warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable, will provide proof of valid coverage by means of a current clearance certificate to the Town upon request. The Respondent covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Respondent further agrees to indemnify the Town for any and all liability, loss, costs, damages, and expenses (including legal fees) or other charges in connection with the Respondent's failure to comply with any applicable workplace safety and insurance laws or related to the Respondent's status with any workplace safety and insurance board or body.

### 4. Insurance

The Respondent hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Respondent would maintain including, but not limited to, the following:

- a) commercial general liability insurance on an occurrence basis for third-party bodily injury, personal injury, and property damage, to an inclusive limit of not less than **five million (\$5,000,000) per occurrence and ten million (\$10,000,000) in aggregate** and including products and completed operations liability. The policy is to include the following:
  - contractual liability coverage
  - cross-liability and severability of interests clause
  - employers liability coverage
  - 30 day written notice of cancellation, termination, or material change
  - tenants legal liability coverage
  - Products/Completed Operations Hazard

### 5. Signed Contract Documents

### 6. Project Schedule

The respondent shall submit a detailed updated schedule for all the works prior to the commencement of the Service start date, providing key dates for the completion of major phases of work. The schedule shall include provisions to operate continuously once contract start date begins.

## F. EVALUATION CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Non-Price Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
i. Company Profile, Reliability and Services	20	N/A
ii. Value added benefits, local partnerships, etc.	5	N/A
iii. Business Plan and Concession Service Concept	45	N/A
iv. Financial Proposal	30	N/A
<b>Total Points</b>	100	N/A

**Suggested Proposal Content for Non-Price Criteria**

**i. Company Profile, Reliability and Services (20%)**

- Profile of the company and relatable experience
- Number of years in business under existing business name
- Companies approach to contract management
- Approach to staffing and managing the concession
- Name of the concession and any branding plans
- References (e.g., 2–3 recent clients with similar facilities, contact info permitted)
- Current number of locations / similar operations, peak-volume experience (tournaments, arenas)
- Any public health orders/closures, major violations, or litigation in the last 5 years (simple disclosure)
- Proposed manager/lead, qualifications (Food Handler certification)
- Contingency for staff shortages, supply disruption, equipment failure
- Disclose any subcontractors, partnerships or food service agreements that pertain to this submission.

**ii. Value Added Benefits, Local Partnerships, etc. (5%)**

- Describe any value-added benefits that will enhance the user experience at MRPKC and provide incremental benefit to the Town and/or the Grimsby community.
- Local partnerships: identify proposed partnerships with local businesses, food producers, or not-for-profit organizations (include names where possible), and describe how those partnerships will be implemented
- Identify measures such as compostable or recyclable packaging, waste diversion plans, reusable programs, local sourcing targets, and initiatives to reduce food waste.
- Describe commitments to local hiring, youth employment, training/certification support (e.g., food safety), and any partnerships with local schools or employment programs.
- Provide supporting details (letters of support/MOUs, examples from other sites, or a simple one-page plan) that demonstrate the value-added benefits are realistic, measurable, and deliverable within the contract term.
- Optional: community benefit / giving back: propose a community contribution model (e.g., percentage of gross sales or profits, fixed annual donation, sponsorships, in-kind

donations) and specify the intended beneficiaries. Include estimated annual value and how it will be tracked and reported.

## **ii. Business Plan and Concession Service Concept (45%)**

- Details that outline the Respondent's level of understanding of the project
- Disclose any partnerships or subletting plans related to this concept including details of the nature of the partnership.
- Provides a clear and consistent business plan to address the minimum scope of work and service expectations including:
  - Hours of operation for all seasons
  - Staffing and customer service approach including ability to increase staffing at peak times, rushes (line management, grab-and-go, pre-orders)
  - Complaint handling, service standards, hours signage, cleanliness checks
  - Allergen labeling, cross-contamination controls, "healthy options" definition
  - How often menus change; approach to price change approvals with the Town.
  - Outline approach to health and safety, food safety and food quality standards
  - Full listing of all equipment intended to be brought into the space, acknowledging the limits of the onsite space, hydro and other utility existing provisions. Listing of any ESA/CSA approved equipment required for operation
  - Environmental measures including reuseable and recyclable products, paper products vs plastic, and efforts for waste reduction
  - State any modifications required for the concession area (note – these would be at the cost of the vendor)
- Proposed menu for the full operating year offering a variety of food and beverage choices. The proposed menu must include some healthy choice options.
- Timeline from award to opening, ordering/installing equipment, inspections, training.

## **iii. Financial Proposal (30%)**

- Revenue projection and commitment to minimum payments to the Town as per the scope requirements.
- Business plan to attain proposed revenue target (1- year in CDN dollars)
- Pricing strategy and structure
- Outline payment schedule including the process to remit monthly payments to the Town of Grimsby. Draft SOP of payment process to the Town.

## Scoring Categories

Scoring	Category Description	Numeric Score
Exceptional	An exceptional solution that goes beyond expectations. It not only meets but surpasses all requirements, presenting a comprehensive and compelling proposal with innovative ideas, a strong methodology, strategic thinking, and a commitment to excellence.	10
Excellent	An excellent solution that surpasses expectations. It demonstrates excellence in all aspects, providing a comprehensive and innovative proposal that stands out among competitors.	9
Strong	The solution shows a thorough understanding of the project requirements. It includes innovative methodology, a well-thought-out strategy, and a clear commitment to quality and success.	8
Good	The solution demonstrates a good understanding of the project requirements. It includes solid strategies and methodologies but may have minor areas for improvement outside of basic requirements.	7
Above Average	The solution meets the basic requirements, demonstrating a reasonable understanding of the scope of work and offers a credible plan for successful execution with minimal details.	6
Average	The solution meets most of the basic requirements. It needs refinement and additional details to make it more competitive.	5
Mediocre	The solution partially meets the requirements but lacks depth, detail, or a convincing approach. Significant improvements are needed for it to be considered competitive.	4
Below Average	The solution is subpar, falling short in several key result areas and basic requirements. It lacks cohesiveness and does not inspire confidence in the vendor's ability to deliver.	3
Poor	The solution is below the acceptable standard, missing basic requirements, and showing limited understanding or capability to execute the proposed deliverables/key result areas.	2

Very Poor	The solution is severely below the acceptable standard, lacking basic requirements, and indicating a minimal understanding or capability to execute the proposed activities/key result areas.	1
Unacceptable	The solution fails to meet even the basic requirements, lacks key information, and does not demonstrate a clear ability to fulfill the specified criteria.	0

<b>Term Legend</b>	
Innovative	Introduction of new or improved ideas, methods, products, or services that result in meaningful benefits for the Town (Operational, Financial, etc.) over previous benchmarks or standard processes/procedures.
Value Added	Additional features, enhancements, or economic values that a company adds to its products and services to differentiate them from competitors.
Key Result Areas / Methodology	Outcomes that must be accomplished to consider goals successfully achieved. They provide a way to measure progress toward overall organizational success factors. For example, project budget adherence, delivery to schedule, quality standards, etc.
Basic Requirements	A fundamental necessity or a mandatory/critical component that must be fulfilled or included for Town procurement to be successful/satisfy the Town's needs. For example, If the Town requires 50 wooden handled shovels (using wood for quality and durability) and a bid states 50 plastic handled shovels, a basic requirement is not met.

## APPENDIX C – SUBMISSION FORM

Respondents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided. **Along with the suggested proposal content for non-price criteria,**

**Respondents must also submit the following form:**

### 1. Respondent Information

Please fill out the following form, naming one person to be the Respondent’s contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
HST Number	
WSIB Number	
Company Headquarters Address:	
Number of Canadian Employees	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Town and the Respondent unless and until the Town and the Respondent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The Respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

#### 4. Non-Binding Pricing

The Respondent has submitted its pricing in accordance with the instructions in the RFQ. The Respondent confirms that the pricing information provided is accurate. The Respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

#### 5. Addenda

The Respondent is deemed to have read and taken into account all addenda issued by the Town prior to the Deadline for Issuing Addenda.

#### 6. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization, other than the Respondent, whether or not related to or affiliated with the Respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the Respondent declares that:

- (a) it has prepared its quotation independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
  - (i) prices;
  - (ii) methods, factors or formulas used to calculate prices;
  - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
  - (iv) the intention or decision to submit, or not to submit, a quotation; or
  - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and
- (b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

#### Disclosure of Communications with Competitors

If the Respondent has communicated or intends to communicate with one or more competitors about this RFQ or its quotation, the Respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

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## 7. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFQ.

## 8. Conflict of Interest

The Respondent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Town within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the Respondent declares an actual or potential Conflict of Interest by marking the box above, the Respondent must set out below details of the actual or potential Conflict of Interest:

- The Respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the Respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

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## 9. Disclosure of Information

The Respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the Town to the advisers retained by the Town to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

Signature of Respondent Representative	
	I have the authority to bind the Respondent.
Name of Respondent Representative	Title of Respondent Representative
Date	I have the authority to bind the Respondent