

REQUEST FOR PROPOSALS (“RFP”)	
Requirement	Concession Provider – Highland Park Fergus, ON
RFP#	#31-26
Issued By	Township of Centre Wellington (the “Township”) 1 MacDonald Square, Elora, Ontario N0B 1S0
Issue Date	March 31, 2026
Invited Bidders Only	This is an invitational competitive process and only invited bidders may respond to this RFP.
Pre-Bid Meeting	A pre-bid meeting will be held at 450 St. David St. S Fergus at 10:00 AM local time on April 14, 2026. Attendance at the pre-bid meeting is required. Potential bidders <u>must</u> attend to be eligible to submit a bid. Please confirm your attendance by emailing the Township’s contact.
Township Contact	Samoya Lloyd-Smith at purchasing@centrewellington.ca
Bidder Questions	Questions related to this RFP must be submitted by email to the Township Contact.
Deadline for Questions	The Township will respond to questions received by 2:00:00 PM local time on April 16, 2026
Bid Submission	Bidders must submit a completed and signed Bid Submission Form, as provided in Schedule 1 of this RFP, and all information requested for evaluation. Bids must be submitted by email to the Township Contact.
Submission Deadline	Bids must be received by 2:00:00 PM local time on April 23, 2026.
Invitation and Intent	The Township is seeking bids for the goods and services described in the Scope of Work in Part 1 of this RFP. The Scope of Work will form part of the Contract and describes the Work that the Contractor will be expected to provide or perform. The Township intends to select the bidder that meets all Mandatory Requirements and achieves the highest score based on the Evaluation

	<p>Criteria set out in Schedule 1. The Township will send the selected bidder a selection notice by email.</p> <p>The selected bidder is expected to confirm acceptance of the Contract, as defined in Part 2 of this RFP, within the timeframe specified in the selection notice. If the selected bidder does not confirm acceptance of the Contract, the Township may select another bidder or cancel the RFP process.</p> <p>After the Township has entered into a contract for the Work, unsuccessful bidders will be notified by email.</p>
<p>Non-Binding Process</p>	<p>This is a non-binding bidding process and no legal obligations regarding the procurement of any good or service will be created until the Township and the selected bidder have confirmed a contract for the goods and services. The Township may choose to select or not select any bidder and may cancel this RFP at any time. A bidder may withdraw its bid at any time before confirming acceptance of the contract.</p>

PART 1: SCOPE OF WORK

Background and Objectives

The Township of Centre Wellington (“Township”) is seeking proposals from qualified vendors (“Proponent”) to operate and manage the **Highland Park Concession Stand**, located at 450 St. David St. S Fergus, as a public-facing food and beverage concession that supports park users, and recreational programming. The successful Proponent will be required to:

- Provide a safe, reliable, and customer-oriented concession service;
- Maintain high standards for cleanliness, food safety, and accessibility;
- Offer products that reflect community needs, value, and (where feasible) healthy options;
- Ensure the concession operation aligns with municipal policies, park rules, and Ontario regulatory requirements.

Location and Facilities

The Township will provide access to the concession stand at Highland Park 450 St. David St. S Fergus. The Concession is not an approved commercial kitchen and must follow O.Reg. 493/17

Concession Amenities :

- Hot/Cold Running Water
- Upright Cooler
- Chest Freezer

Proponent Responsibilities :

- Provide all, utensils, POS system, menu boards/signage (subject to approval), and any supplemental equipment not provided by the Township.
- Maintain the booth, equipment, and surrounding service area in a clean and orderly manner.

The following products are not approved for sale in Township facilities:

- Bottled Water
- Energy Drinks
- Tobacco
- Vape Products
- Alcohol

Scope of Services

The successful Proponent will be responsible for full concession operations, including:

Operations & Staffing

- Staff the concession with sufficient trained personnel to meet demand during operating hours and peak periods (e.g., tournaments, special events).
- Ensure staff conduct is professional and appropriate for a family-friendly public facility.
- Provide a designated on-call supervisor/manager for operational issues.

Menu and Product Requirements

- Include a mix of traditional concession offerings and **healthier/lower-sugar options** where feasible.
- Identify allergen-aware practices and provide ingredient/allergen information upon request.
- Ensure pricing is reasonable and clearly posted.

(The Township may require menu and price approval and may reserve the right to request changes.)

Hours of Operation (Minimum Service Levels)

Proponents must meet or exceed minimum operating hours established by the Township, which may include:

- Regular weekend and evening coverage during peak season;
- Coverage during scheduled sports leagues and Township-approved events;
- Optional extended hours for tournaments/special events, by mutual agreement.

Proponents should describe:

- Proposed standard weekly hours;
- Event-day staffing model and service capacity.

Cleanliness, Waste, and Site Maintenance

- Maintain clean and sanitary conditions inside the concession and in the immediate customer area.

- Dispose of waste for concession-generated materials, consistent with Township procedures.
- Manage grease/oil disposal in accordance with applicable requirements.
- Maintain pest prevention practices.

Food Safety and Regulatory Compliance (Ontario)

The Proponent must comply with all applicable legislation and requirements, including (as applicable):

- Ontario Food Premises Regulation (O. Reg. 493/17) under the Health Protection and Promotion Act;
- Wellington-Dufferin-Guelph Public Health requirements, inspections, and approvals;
- Safe food handling training/certification for staff (as required/appropriate);
- Fire and electrical safety requirements for cooking/warming equipment;
- AODA customer service considerations (service approach and queue management).

Tournament / Special Event Dates

In 2025, Victoria Park hosted tournaments/special event activity on the following dates. For planning purposes, please note that the following dates were booked in 2025:

- May 10
- August 9
- September 27

Township Responsibilities

The Township will provide:

- Access to the concession facility during agreed hours/season;
- Base building maintenance (structure, major repairs) versus vendor maintenance (minor repairs, consumables);
- Event scheduling information and coordination through Parks staff;

Term of Agreement

The Term of the Agreement is for **one (1) season/ year**, with the option to extend for **four (4)** additional seasons in one (1) year increments at the Township's sole discretion, subject to performance and alignment with Township priorities.

Key dates

The typical outdoor season is mid-May through the end of August each year, dependent on field conditions and weather.

Proponents should assume peak concession demand generally aligns with the following booked field times:

Tye Diamond — booked:

- Monday–Friday: 6:30 p.m. – 11:00 p.m.
- Sunday: 12:00 p.m. – 9:00 p.m.

Victoria Park (all three fields) — booked:

- Monday–Friday: 6:00 p.m. – 9:00 p.m.
- Saturday: 8:00 a.m. – 4:30 p.m.
- Sunday: 11:00 a.m. – 3:00 p.m. and 5:00 p.m. – 9:30 p.m.

Constraints and Prohibited Activities

- No smoking/vaping in or around the concession stand in accordance with applicable laws and park rules.
- No alcohol sales unless explicitly permitted by the Township and authorized under Ontario requirements.
- No amplified sound/signage that conflicts with park operations (unless approved).

Costs

The Proponent will complete the pricing table and outline the amount proposed to pay the Township for using the Concession for one season. If the Township decides to renew the contract for additional years, the seasonal amount will increase by the Consumer Price Index (CPI) amount that was in place for the month of March prior to renewal.

PART 2: CONTRACT TERMS

CENTRE WELLINGTON LEASE AGREEMENT FOR CONCESSION SERVICES

Made the ___th day of _____, 202X

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON

(the “**Landlord**”)

-and-

XXXXX

(the “**Tenant**”)

WHEREAS the Landlord is the owner of the lands and premises known as the Centre Wellington Highland Park, which is municipally identified as 450 St. David St. S, Fergus and legally described as P55 LTS82-85 164-168 159-163S/S ALBERT E/S ST DAVID PT HIGHLAND & MACDONALD PARKSPRINCESS & THISTLE ST CL6.00AC 320.92FR D (the “**Property**”) upon which a concession stand and bathroom facility is located;

AND WHEREAS the Landlord makes available for lease a portion of the Property for the operation of a food concession stand and bathroom facility, all of which are described further herein and identified in the image attached hereto as Schedule “A” (altogether, the “**Premises**”);

AND WHEREAS the Tenant wishes to operate and provide concession services to patrons of the Property through use of the Premises;

AND WHEREAS the Landlord desires to lease the Premises to the Tenant and the Tenant desires to lease the Premises from the Landlord for the provision of concession and bathroom services (the “**Services**”, as further defined herein) upon the terms and conditions set forth in this lease agreement (this “**Lease**”);

NOW THEREFORE in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Lease.

(a) The Landlord leases the Premises to the Tenant:

- (i) at the Rent set forth in Section 2;
- (ii) for the Term set forth in Section 3; and
- (iii) subject to the conditions and in accordance with the covenants, obligations, and agreements herein.

(b) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises to the Tenant the Premises.

2. Rent.

(a) The Parties acknowledge and agree that the Tenant shall pay an annual sum of **xxxxxxx** to the Landlord during the Term of this Lease, which shall be paid on the Term commencement date and thereafter on each anniversary of the Term commencement date (the "**Rent**"). In consideration of the nominal Rent, the Tenant covenants and agrees that the services and profits from the concession business are for the benefit of the **Xxxx** and the Rental rate established is reflective of that. Should the revenues benefit any other entity or person, then this Lease may immediately be terminated by the Township by providing notice in writing to the Tenant.

(b) The Landlord and the Tenant agree that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord and other than the following specified payments which shall be the obligation of the Landlord (the "**Landlord's Costs**"), excepting where and to the extent that the Tenant's actions or inactions cause or contribute to unreasonably increased expenses and/or maintenance related to the following Landlord's Costs:

- (i) Utilities. All charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services – being electricity, natural gas, and water – to the Premises;
- (ii) HVAC Repairs. The cost of all repairs, replacement and maintenance of the heating, ventilation and air conditioning ("HVAC") system serving the Premises, as applicable;
- (iii) Capital Repairs. The cost of all capital and structural repairs required at the Premises; and
- (iv) Fire Inspection. The Landlord shall be responsible for arranging annual fire inspections for the Premises and shall be responsible for the costs of same.

(c) The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein, and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as additional rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.

3. Term and Possession.

(a) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises. The Tenant accepts the Premises on an "as is where is" basis.

(b) The Tenant shall have possession of the Premises for a period of approximately one (1) year, commencing on the **XXXXX** and ending on the **XXXXX** (the "**Initial Term**"), and shall automatically renew for up to Four (4) additional (1) year terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless prior to the end of the then-current Term either Party provides notice in writing to the other Party that it does not wish to renew, and further provided that the Tenant is not in default of its material obligations hereunder .

(c) Subject to the Landlord's rights under this Lease, which shall specifically include the access rights in paragraph 3(d), and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

(d) The Landlord shall provide the Tenant with keys or other applicable access to the Premises and to such parts of the Property as may be necessary to perform this Lease. The Tenant acknowledges and agrees that the Landlord shall have unencumbered and unrestricted access to the Premises at all times during the Term of this Lease. The Tenant shall not change any locks or keys without prior written approval of the Landlord. All keys entrusted to the Tenant for the fulfillment of this Lease must not be duplicated and must be fully protected at all times and returned to the Landlord's Parks and Recreation Department at the expiration or termination of this Lease.

4. Assignment and Subletting.

(a) Tenant covenants that it shall not assign or sublet the whole or any portion of the Premises and/or this Lease without the prior written consent of Landlord and that such consent may be withheld in the Landlord's sole and unfettered discretion.

5. Use and Services.

(a) Unless the Tenant has received the express consent of the Landlord given in writing, during the Term of this Lease the Premises shall not be used for any purpose other than the operation of a food concession stand, bathroom, and provision of the "Services", described as the following rights and obligations of the Tenant in relation to its permitted use, the costs of which shall be borne solely by the Tenant unless the parties have specifically agreed otherwise in writing:

- (i) The Tenant shall arrange or otherwise perform its own cleaning services within the Premises, and without limitation, including waste, trash and debris removal. The Tenant shall be permitted to use the Landlord's waste disposal bins at the Property for disposal of waste, trash, and debris accumulated through the use of the Premises only, and provided that the Tenant shall ensure all of its waste, trash and debris are disposed of in the proper location and manner, having regard to the type of waste, trash, or debris;
- (ii) The Tenant shall arrange for any employees the Tenant wishes to hire in relation to the concession stand and bathroom and perform the employee-related obligations contained in Section 8;
- (iii) The Tenant shall provide an operating schedule to the Landlord and ensure the Premises are open for the provision of food concession stand and bathroom services at times deemed suitable to Tenant and the Landlord, acting reasonably.
- (iv) The Tenant shall be solely responsible for ordering supplies and ensuring a sufficient stock of supplies are available for its use;
- (v) The Tenant shall be solely responsible for any and all of its deliveries (ex. supplies and equipment), which the Tenant shall receive without the assistance of the Landlord's staff or equipment in any way, and the Tenant agrees to be available and on-site at the time of delivery;
- (vi) The Tenant shall obtain any and all consents, approvals, inspections, and perform any and all other obligations required by applicable laws and authorities to allow the Tenant to operate the bathroom and food concession stand, including without limitation, health unit inspections and approvals; and
- (vii) The Tenant shall perform any and all other obligations set forth in this Lease as being the responsibility of the Tenant, including without limitation: the maintenance and repair

obligations in Section 6; the performance of alterations and additions as required to operate the Premises in accordance with Section 7; and, the insurance obligations in Section 9.

(b) The Tenant shall not do or permit to be done at the Premises anything which may constitute a nuisance, cause damage to the Premises, cause injury or annoyance to occupants of neighbouring premises, make void or voidable any insurance upon the Premises, or constitute a breach of any by-law, statute, order, or regulation of any municipal, provincial, or other competent authority relating to the Premises.

(c) The Tenant agrees on behalf of themselves and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that the Landlord may make from time to time hereafter, and as attached hereto as Schedule "B". Without limitation, the Tenant covenants and agrees that it shall not, directly or indirectly, sell tobacco, alcohol, or energy drinks at the Premises, and shall not sell bottled water if/when a policy or other decision of the Landlord prohibits or restricts such sale.

6. Repair and Maintenance.

(a) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly undertake all maintenance, make all needed repairs, and all necessary replacements as would a prudent owner, reasonable wear and tear only excepted.

(b) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times. :

(i) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice; and

(ii) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage, or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as additional rent.

(c) Upon the expiry of the Term or other termination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear only excepted.

(d) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

7. Alterations and Additions.

(a) The Tenant shall not make any alterations or additions to the Premises unless it has first obtained the written consent of the Landlord, which may be withheld or conditioned by the Landlord, for any reason or no reason, in its sole and unfettered discretion. Where the Tenant is permitted to make any such alterations or additions, it shall be solely responsible for same, and shall clearly identify any of the Tenant's "Trade Fixtures". Any and all alterations or additions to the Premises made by the Tenant must comply

with all applicable building code standards and by-laws of the municipality in which the Premises are located.

(b) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations, or improvements that any governing authority, municipal, provincial, or otherwise, may require to be made in, on or to the Premises.

(c) The Tenant shall not place signs on or at the Premises unless it has first obtained the written consent of the Landlord for every aspect of said sign (including, without limitation, its content size, and location), which may be withheld or conditioned by the Landlord, for any reason or no reason, in its sole and unfettered discretion. The Tenant shall repair all damage to the Premises resulting from the installation or removal of signs installed by the Tenant.

(d) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.

(e) The Tenant agrees, at their own expense and by whatever means may be necessary, to immediately obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.

(f) If the Tenant has complied with their obligations according to the provisions of this Lease, the Tenant may remove their Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that they will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

(g) The Tenant shall, at their own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.

(h) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment, or any other thing that might in the opinion of the Landlord, by reason of its weight, size, or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

8. Health, Safety, Volunteers and Employees.

(a) Where the Tenant hires or engages the services of any volunteers, employees, contractors, or other similar agents, it shall be solely responsible for all applicable wages, salaries, fees, benefits and any other forms of compensation paid to any such person. The Tenant shall perform all necessary background or other checks for its actual or potential volunteers, employees, contractors, or other similar agents, as and when required, including without limitation, vulnerable sector checks, and shall provide a copy of any such documents, upon request, to the Landlord for all aforementioned persons performing work at the Premises. For the purposes of this Lease, where the Tenants will be performing works at the Premises, they shall also be deemed employees and the obligations herein shall apply equally to the training, documentation, and other obligations related to the Tenant's employees.

(b) The Tenant shall be responsible for complying with all applicable laws in relation to volunteers, employees, contractors, and similar agents, including without limitation, any obligations under the

Workplace Safety and Insurance Act or the *Accessibility for Ontarians with Disabilities Act, 2005*, and shall furnish the Landlord with such evidence and documentation related to same if and when reasonably requested by the Landlord.

(c) The Tenant shall comply with all environmental, health, fire and occupational safety legislation and regulations in force from time to time during the Term (including any initial Term and Extended Term), and without limitation, the Tenant shall:

- (i) Not dump water or wastewater outside of the Premises or Property, but instead use approved drains, sinks, or other disposal services or locations;
- (ii) Take the necessary precautions and provisions to control and properly dispose of any chemicals, cleaners or spills in a responsible and proper manner;
- (iii) Remove any unused chemicals or cleaners from the Premises and dispose of same in a proper manner; and
- (ii) Ensure all products are marked with the appropriate WHMIS labels and directions are followed for safe use and storage.

9. Insurance and Indemnity.

(a) The Tenant shall, at all times during this Lease and at its sole cost, obtain and maintain in full force and effect insurance policies of sufficient coverage type and amount as are appropriate to protect the Tenant and Landlord, all to the satisfaction of the Landlord, which policies of insurance shall name "The Corporation of the Township of Centre Wellington" as an additional insured. Upon request by the Landlord and at expiration date of the insurance policies, the Tenant shall provide the Landlord with a Certificate of Insurance satisfactory to the Landlord evidencing the insurance required herein and recording that the Landlord shall be notified in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies to the detriment of the Landlord. Where the Landlord deems that the Tenant requires additional types or amount of insurance coverage, acting reasonably, then the Tenant shall make reasonably diligent efforts to obtain such additional or alternative insurance without delay, provided that the terms of paragraph 9(c) shall not be impacted by this clause. The Tenant shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance.

(b) The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the landlord shall have the right to take out such insurance and pay the premium therefore and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be additional rental payable on the first day of the next month following payment by the Landlord.

(c) The Landlord shall be under no obligation to verify the insurance coverage required is adequate. It is the sole responsibility of the Tenant to determine what further or other insurance coverage is necessary or advisable to protect the interests of the Tenant.

(d) The Tenant covenants to defend, indemnify and save harmless the Landlord, its elected officials, officers, employees, and agents (altogether, the "Indemnitees") from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense

resulting from disruption of service (altogether, the “Losses”) arising out of, occasioned by, or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees, or licensees, or any of them, in connection with or in any way related to the delivery or performance of this Lease, the maintenance, use, or occupancy of the Premises, and the Tenant further covenants to defend, indemnify and save harmless the Landlord with respect to any encumbrance on or damage to the Premises

occasioned by or arising from the act, omission, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees, or licensees. The Tenant covenants and agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary, and further that this indemnity shall be in addition to and not in lieu of any insurance to be provided by the Tenant herein.

10. Acts of Default and Termination.

- (a) An Act of Default has occurred when the Tenant is in default of any of its material obligations under this Lease, and fails to remedy the default within a reasonable period of time following notice in writing from the Landlord.
- (b) When an Act of Default on the part of the Tenant has occurred, the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.
- (c) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (d) All rights and remedies of the Landlord set forth in this Lease shall be cumulative and not alternative.
- (e) Either Party may terminate this Lease at any time throughout the Term by providing 30 days’ written notice to the other Party.

11. Notice. Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows:

To the Landlord: 1 MacDonald Square, Elora, ON. N0B 1S0

To the Tenant: Xxxxx

or to such changed address as a party hereto shall designate to the other parties hereto from time to time in writing. Notices shall be (i) personally delivered (including delivery by a courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery (or first business day thereafter if delivered other than on a business day or after 4:30 p.m. to said offices); (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt, unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the date of deposit in the mail; or (iii) sent by means of a facsimile transmittal machine, in which case they shall be deemed delivered at the time and on the date of receipt of the facsimile transmission, if sent before 4:30 pm on a business day, and otherwise on the next business day.

12. Registration. The Tenant shall not at any time register notice, caveat, or memorial (or any similar document) or a copy of this Lease on title to the property of which the Premises form part without consent of the Landlord.

13. Force Majeure. Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

14. Survival of Obligations. All obligations of the Tenant hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term hereof. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of the Landlord's or the Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

15. Interpretation.

(a) The words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms and corporations and vice versa.

(b) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors, and assigns of the Landlord and Tenant, respectively.

(c) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

(d) The marginal headings introducing the clauses are for convenience or reference only and shall in no way effect the interpretation of this Lease.

(e) The preamble to this Agreement and the schedules attached hereto are hereby incorporated into this Agreement and form a part hereof. All terms defined in the preamble and the body of this Agreement shall have the same meaning in the schedules attached hereto.

(f) This Lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, permitted successors and assigns, and subject to the express restrictions contained herein, and shall be interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the jurisdiction of the Province of Ontario.

(g) This Lease, and the attached schedules, constitute the sole and entire agreement of the Tenant and the Landlord with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The Tenant affirms that, except as expressly set forth herein, neither the Landlord nor any of its agents has made, nor has the Tenant relied upon, any representation, warranty, or promise with respect to the Premises or any part thereof.

(h) No amendment or waiver of any provision of this Lease shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties to this Lease, or in the case of a waiver,

by the party against which the waiver is to be effective.

(i) A signed copy of this Lease delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Lease.

(j) This Lease may be executed in any number of counterparts, and delivered by electronic transmission, with each such counterpart so delivered constituting an original and all of which, taken together, shall constitute one and the same instrument

IN WITNESS WHEREOF, or by proper signing authority, the Landlord and the Tenant have executed this Lease.

LANDLORD:

**THE CORPORATION OF THE TOWNSHIP OF CENTRE
WELLINGTON**

Per: _____

Name: XXXXX

Title: XXXXXX

Date:

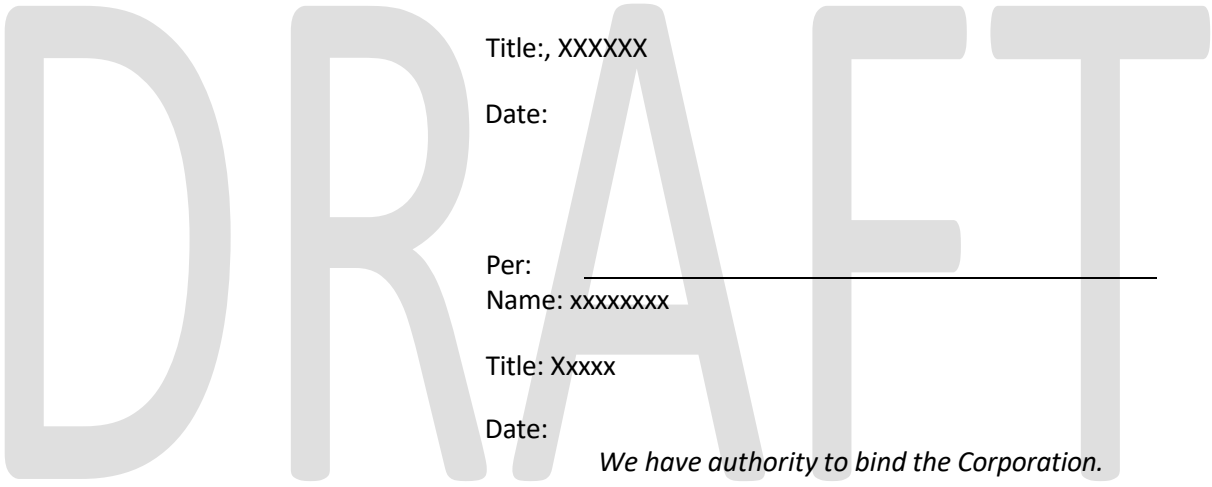
Per: _____

Name: xxxxxxxx

Title: Xxxxx

Date:

We have authority to bind the Corporation.



TENANT:

Witness Name:

Date:

Tenant Name:

Date:

SCHEDULE "A" DEPICTION OF PREMISES

The Premises is identified by the green rectangle in the image below.



SCHEDULE "B" RULES AND REGULATIONS

1. The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):
2. The sidewalks and entrances of the building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
3. The floors, skylights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
4. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
5. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
6. No animals or birds shall be brought into the building or kept on the Premises.
7. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises, unless approved by the Landlord in writing. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
8. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
9. The Tenant shall not use or permit the use of any objectionable advertising medium, such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
10. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.
11. The Tenant shall not, without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.
12. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.

13. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
14. The Landlord reserves the right to restrict the use of the building after 11:00 p.m.
15. Canvassing, soliciting and peddling in the building is prohibited.
16. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
17. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.
18. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
19. The sale of tobacco products shall not be permitted.
20. The sale of alcohol shall not be permitted without the prior written consent of the Landlord.
21. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

SCHEDULE 1: BID SUBMISSION FORM

1. Bidder Information

The full legal name of the Bidder:	
Bidder Address	
Bidder Contact Person (name, title)	
Telephone Number	
Email Address	

2. Mandatory Requirements

The Bidder confirms compliance with the mandatory requirements set out below and has attached any information required to demonstrate compliance.

Mandatory Requirements	Information Required to Demonstrate Compliance
1. Proof of Business License	Provide a Copy
2. Copy of Food Handlers Certificate	Provide a Copy
3. Proof of Insurance	Provide a Copy
4. Operations Plan	Include in your write up

3. Offer

The Bidder offers to provide the Work, as described in Part 1, in accordance with the Contract Terms in Part 2, for the following pricing:

Breakdown of Goods and Services	Price
Seasonal rent amount to be paid to the Township for providing Concessions at the Highland Park Concession	\$
TOTAL BID PRICE (excluding HST)	\$

The Total Bid Price is in Canadian dollars and excludes HST and includes the Seasonal amount that the Bidder will pay to the Township to allow the Bidder to use the Concession Booth.

The Township will use this amount to calculate the pricing percentage outlined in the evaluation criteria. Bidders paying the highest amount will receive the full weighted amount allocated to Cost.

4. Evaluation Criteria

The bidder has attached the information requested below for the purposes of evaluation:

Evaluation Criteria	Points	Information Requested for Evaluation
Company Overview & Project Team	20	<ul style="list-style-type: none"> - Information about the business, name of owner and number of years in operation - Information on number of staff and their role at the Concession Stand - Minimum of 1 example outlining experience running a Concession stand, food booth, food truck, market stall or volunteer food service.
Operation Plan	45	<ul style="list-style-type: none"> - Approach to running and staffing Concession - Proof of food handler’s certificate - Approach to managing staff/volunteers, cash handling and staff - Approach to managing events, or other community held activities to which service will be provided - Strategy for cleanliness and waste management and adherence with public health expectation
Menu and Food Safety Compliance	15	<ul style="list-style-type: none"> - Proposed menu/outline a list of foods that will be available for sale at the Concession Stand - Demonstrated understanding of the requirements to operate under HPPA and Food Premises Regulation

Cost	20	Complete the pricing table in the Bid Submission Form. Points will be calculated using the following formula: Bid Bidders total Bid Price ÷ the highest Bid Price x 20
Total Available Points	100	

5. Bidder Acknowledgements

The Bidder acknowledges that the RFP process is non-binding and does not create contractual obligations between the Township and the Bidder. There is no intention to enter into what is commonly referred to as “Contract A”, and no contractual relationship will be formed until the Township enters into contract with a Contractor for performance of the Work.

The Bidder acknowledges that its bid may be subject to public disclosure in accordance with Ontario’s *Municipal Freedom of Information and Protection of Privacy Act* or any other applicable information or privacy legislation.

Signature of Bidder’s Representative

Date