



**CORPORATION OF THE TOWN OF PRESCOTT
REQUEST FOR PROPOSAL
2024-ACCC-CANTEEN-02
CANTEEN OPERATOR – ALAINE CHARTRAND COMMUNITY CENTRE**

Release Date: June 11, 2024

Closing Date & Time: July 9, 2024 at 1:00 pm Eastern Daylight Time

Owner: Corporation of the Town of Prescott (Town)
PO Box 160
360 Dibble Street West
Prescott, Ontario
K0E1T0

KEY ELEMENTS QUICK REFERENCE

The following checklist is provided as a convenience only. Additional details can be found within the body of the bid document. While every attempt is made to ensure the completeness and accuracy of this checklist, it is the Bidder's sole responsibility to consult all information in the bid document, specifications, drawings, and addendum to ensure that they have included all required information and documentation with their submission in accordance with the terms of the Request for Proposal.

Description	Requirement
Date Released	June 11, 2024
Mandatory Site Meeting	June 18, 2024 at 1:00 pm Eastern Daylight Time
Questions Deadline	Email ONLY marmstrong@prescott.ca July 2, 2024 at 1:00 PM Eastern Daylight Time
Closing Date & Time	Email Submission ONLY marmstrong@prescott.ca July 9, 2024, at 1:00 pm Eastern Daylight Time
Evaluation & Award	August 13, 2024
Questions	Email ONLY marmstrong@prescott.ca
Insurance & Indemnification	Required Upon Award
Respondents Experience	Required
References	Required

1. INTRODUCTION

- 1.1. The Town of Prescott is a single-tier municipality situated on the north shore of the majestic St. Lawrence River within Eastern Ontario.

The Town of Prescott, founded by Major Edward Jessup, is a historical gem. Commonly referred to as the “Fort Town” in reference to Fort Wellington National Historic Site, Prescott was a military site strategic in the protection of the Canadian border.

With a population of 4,200 residents, this small town's pride and true love for beautification is exemplified throughout the community. With its geographical location along three major highways, an international border, and close proximity to a number of major urban centres, Prescott truly is a unique destination to live and tour along the St. Lawrence region!

- 1.2. The Town is now accepting proposals from qualified parties interested in the operation of the canteen located at the Alaine Chartrand Community Centre (ACCC) in Prescott. This facility is a single-pad arena.
- 1.3. This is a Request for Proposal and the highest tendered amount will not necessarily be awarded. While some criteria are mandatory, you are free to offer up alternative suggestions for items such as hours of operation, and a suggested fee payable to the Town for the use of the canteen area.

2. TERM OF AGREEMENT

- 2.1. The successful respondent will enter into a one (1) year Agreement commencing September 1, 2024, through to and including May 15, 2025. This Agreement may be extended for two (2) additional one-year periods if mutually agreed by both parties, each year, prior to the first services being performed.

3. REQUEST FOR PROPOSAL SCHEDULE

- 3.1. Release of Request for Proposal: June 11, 2024
3.2. Mandatory Site Meeting: June 18, 2024 at 1:00 pm Eastern Daylight Time
3.3. Question Deadline: July 2, 2024 at 1:00 pm Eastern Daylight Time
3.4. Closing Date: July 9, 2024 at 1:00 pm Eastern Daylight Time
3.5. Agreement Start Date: September 1, 2024

4. SITE EXAMINATION

- 4.1. A **MANDATORY** pre-bid site meeting is scheduled for Tuesday, June 18, 2024, at 1:00 pm Eastern Daylight Time. Interested parties will meet at the main entrance – lobby area of the Alain Chartrand Community Centre located at 900 Sophia Street, Prescott, Ontario. Attendance and sign-in will be performed. **Failure to attend or be represented at this mandatory site meeting will result in the disqualification in any further participation in this tender process.** Anyone arriving more than five (5) minutes from the start of the meeting will be subject to disqualification at the discretion of the Town.
- 4.2. The proponent shall make all investigations and examinations of the premises to ascertain all conditions and requirements affecting the full performance of the submission. It is understood that the submission of a proposal is considered conclusive evidence that the bidder has made such an examination.

5. EVALUATION

- 5.1. All proposals will be evaluated based on a demonstrated knowledge within your proposal of the intent and responsibilities of the successful bidder; your experience that makes you feel you are the best proponent; ability to meet all requirements; and overall revenue to the Town. The Town reserves the right to accept or reject any or all proposals or any part of any proposal and further to negotiate to final selection as deemed to be in the best interest of the Town. Provided the award moves forward, it is the Town's intention to enter into an Agreement with only one (1) legal entity.

6. DESCRIPTION OF CANTEEN LOCATION

- 6.1. The canteen is located inside the Alaine Chartrand Community Centre (ACCC). The canteen area is approximately 765 square feet inclusive of the operational, preparation, and storage areas.
- 6.2. There is no exhaust system built into the canteen area.
- 6.3. No floor space, ice space, or hall rental is included under the provisions of this proposal.

7. PAYMENT SCHEDULE OF CONCESSION FEE

- 7.1. The proposal shall include a monthly amount payable to the Town for the use of the canteen area and any Town-owned equipment.

7.2. The concession fee will consist of monthly payments due and payable to the Corporation of the Town of Prescott on the first day of each month.

8. OPERATIONAL HOURS

8.1. The minimum hours that the canteen shall be open to the public are as follows commencing approximately:

September 15 to March 31

Monday to Thursday: 5:00 pm to 8:00 pm
Friday: 5:00 pm to 10:00 pm
Saturday: 8:00 am to 10:00 pm
Sunday 8:00 am to 8:00 pm

Note: these annual dates are approximate as the schedule could go into May depending on rental schedules

8.2. Any additional operation hours are at the discretion of the successful proponent in consultation with the Town and could vary from year to year if mutually agreed by both parties. In any event, operation MUST incorporate the schedules and be open for:

- Minor Hockey
- South Grenville Rangers Junior and Senior C Hockey
- Figure Skating
- Scheduled Tournaments

8.3. As a reference, the regular operating hours of the ACCC after Thanksgiving are Monday to Sunday 8:00 am to 10:30 pm and the facility may be open at other times for special events.

8.4. As part of regular operations, the ice is removed annually before Victoria Day Weekend. Once the ice is removed, the Town will retain operational and canteen rights for all events and activities. In summer the facility and surrounding complex may be operated and if the Canteen is required, the Operator may be contacted.

8.5. Under this proposal format, respondents are invited to submit alternate operating hours if deemed more appropriate than those listed above, however, any proposal solution must incorporate the schedule for the groups as listed above.

8.6. The successful proposal must be able to handle heavily attended events such as tournaments and special events.

9. EQUIPMENT

9.1. The successful proponent is responsible for providing all required equipment for the operation of the canteen.

9.2. The equipment and furnishings on-site are the property of the Corporation of the Town of Prescott. The successful proponent of this proposal will be responsible for arranging the equipment required to successfully operate the canteen and will describe their intentions in their submission.

9.3. Below is a list of existing equipment on-site that is available to the successful proponent for use in their canteen operations. An equipment list is required to be submitted as part of your proposal. On this list, you will include any of the following equipment you would anticipate using, as well as equipment you propose adding for canteen operations.

- One hot dog roller
- One popcorn machine
- One crescendo hot beverage maker by Bunn
- Two countertop ventless deep fryers
- One fridge/freezer combo
- One standup freezer
- One microwave
- One toaster oven
- One refrigerated sandwich station
- One refrigerated display cooler
- One dry products dispenser
- One heating cabinet
- One sandwich / panini grill
- One commercial dishwasher
- One television mounted on the wall outside the canteen for use as a menu board

The above Town-owned equipment is provided on an “as is” basis. All maintenance, operating, and repair costs of the equipment is at the sole expense of the successful proponent. The Town-owned equipment must be in the same condition as at the end of the Agreement as it was at the commencement of the Agreement.

9.4. The successful proponent will be responsible for all costs and arrangements to ensure that inspections mandated through various legislation are completed. Evidence of the same will be provided to the Town. Should the successful

proponent at any time fail a Health or Fire Inspection they must report that failure to the Corporation of the Town of Prescott **IMMEDIATELY** and show evidence of how they plan to rectify and be re-inspected prior to any operation being continued. Failure to Comply will result in this Agreement being terminated.

9.5. The Town shall be provided with a complete list of all non-Town owned equipment on site, the name of the owner, or if leased, the name of the leasing company, and the value of the same. This list will be updated and reviewed with the Town at the start and end of each operating season.

10. VENDING AND BEVERAGE REQUIREMENTS

10.1. The Town will retain all rights to all vending at the ACCC and the subsequent revenue that results from the vending of beverages or any other product dispensed from a vending machine. The successful proponent of the canteen is free to use any drink company they choose.

11. OPERATIONAL REQUIREMENTS

11.1. The successful proponent agrees to the following as well as any other duties listed in this request for proposal:

11.1.1. Agrees not to sell or assign or in any way dispose of the rights granted by the Agreement to any person whomsoever without the consent of the Town;

11.1.2. Agrees to submit a Clearance Certificate from the Workplace Safety and Insurance Board stating that the successful proponent has complied with the requirements of the Workplace Safety and Insurance Act and is in good standing under the said Act;

11.1.3. Agrees to submit a Criminal Record and Vulnerable Sector check performed through the Ontario Provincial Police prior to the commencement of work, for all personnel aged 18 and older who will be employed at the canteen location;

11.1.4. Agrees that upon breach of any of the expressed Terms and Conditions of the Agreement, the Corporation of the Town of Prescott may, in addition to any other remedy, cancel the Agreement, and upon receipt by the successful proponent of notice of cancellation, the Agreement shall be null and void. However, the failure of the Corporation of the Town of Prescott to insist, in one or more instances, upon the performance of the successful proponent of any of the Terms and Conditions shall not be

constituted as a waiver of the future performance of any such Term or Condition and the obligations of the successful proponent shall continue in full force and effect.

- 11.1.5. Agrees to offer for sale goods that match the nature of the facility and programs offered and comply with the requirements of this proposal. Items must be affordable and appropriate for clients of all ages and demographics. Health menu options are encouraged. A list of goods will be submitted to the Town for approval by the Town prior to offering the goods;
- 11.1.6. All food and beverages prepared at the facility are for sale only to patrons of the facility;
- 11.1.7. No verbal arrangement or Agreement related to the goods, materials, articles, equipment, work, or services, specified under this proposal will be considered binding and every notice, advice, or other communication pertaining thereto must be in writing and signed by a duly authorized person;
- 11.1.8. Any notice that the Town may be required or desire to give the successful proponent shall for all purposes be deemed to have been sufficiently and properly given if sent by email and addressed to the successful proponent at the email address provided with their proposal and shall irrefutably be presumed to have been received by the successful proponent on the third day following the email being sent.
- 11.1.9. Any Agreement with the Town resulting from this proposal is entered into on the part of the Town in full faith that no member of the Council or Officer of the Town has any interest whatsoever therein;
- 11.1.10. The successful proponent shall obey all Federal, Provincial, and Municipal Laws, Acts, Medication Officer of Health, Ordinances, Regulations, Order-in-Council, and By-law, which could in any way pertain to the work outlined in the Agreement or to the employees of the successful proponent. Without limiting the generality of the foregoing, the successful proponent shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on an Operation, a Constructor, and/or Employer with respect to or arising out of the performance of their obligations under this Agreement;

- 11.1.11. All items for sale shall be in compliance with standards contained within, but not limited to the Sale of Goods Act;
- 11.1.12. The Town will require access to the canteen area to provide fire extinguishing equipment, duct cleaning if necessary, pest control, inspections and maintenance as required. Access will be limited to Town personnel or their contractors;
- 11.1.13. Alcohol, Cigarettes, and Cannabis will **NOT** be available for sale at the Canteen and if found or evidence that they are, will result in immediate termination of the Agreement;
- 11.1.14. Access to the building will **NOT** be provided after the hours of operation and keys to the building will not be distributed to the successful proponent.

12. IMPROVEMENTS

- 12.1. All leasehold improvements (other than tenant's equipment) shall immediately, upon their placement, become the property of the Town without compensation to the successful proponent. For purposes of this Agreement, leasehold improvements include alterations made to the canteen premises in order to customize it for the specific needs of the proponent. They include painting, installing partitions, changing the flooring, adding electrical outlets, light fixtures, and so on.
- 12.2. Except as may be otherwise agreed by the Town in writing, no leasehold improvements shall be removed from the premises by the successful proponent either during or at the expiry or earlier termination of the Agreement. The successful proponent may, during the term, in the usual course of its business, remove its equipment provided that they are not in default under this Agreement and provided that such equipment has become excess to the needs of the canteen operation and new and similar equipment are substituted therefore.
- 12.3. The successful proponent, at the expiration or earlier termination of the Agreement, at its cost;
 - 12.3.1. Shall remove their equipment (excluding leasehold improvements) and personal property in the premises as the Town shall require;
 - 12.3.2. Shall restore the premises and Town-owned equipment to the Town's then current building standard (included, without limitation the removal

and disposal of any and all hazardous or toxic substances and containers therefore in accordance with all applicable laws and the requirements of all Authorities) to the extent required by the Town;

12.3.3. Shall otherwise peaceably surrender and deliver up vacant possession of the premises to the Town;

12.4. The successful proponent, at their cost, shall repair any damage caused to the building or equipment or any part thereof by such removal or restoration. If the successful proponent does not remove its equipment and personal property at the expiry or earlier termination of the term, then, at the option of the Town and without prejudice to any other rights or remedies available to the Town, the equipment and personal property shall become the absolute property of the Town without payment of any compensation therefore to the successful proponent and, without notice to them, may be removed from the premises and sold or disposed of by the Town in such manner as it deems advisable, all without any liability whatsoever to the successful proponent. If the successful proponent fails to repair any such damage or complete any work, removal, disposal or restoration referred to in this section by the expiry or earlier termination of the term, they shall be responsible for, and shall indemnify and save harmless the Town from and against all expenses, losses, and damages caused by the Town for loss of use of the premises and the cost of removing and restoring the premises to the Town's then current building standard. The Town's rights and the Operator's obligations under this section shall survive the expiration or earlier termination of the term.

13. LIENS

13.1. The successful proponent shall promptly pay for all materials and services supplied and work done in respect of the premises so as to ensure that no lien is registered against any portion of the premises or the lands or against the Town's or the successful proponent's interests therein. If a lien is registered or filed, the successful proponent shall discharge same, at its expense within 10 days thereafter, failing which the Town, at its option, may discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant the amount so paid and all expenses of the Town including, without limitation, legal fees (of a solicitor and his/her client basis) shall be paid by the successful proponent to the Town on demand.

14. COMMUNITY AND FITNESS ROOMS FOOD SERVICE

- 14.1. The provision of food services to the community and fitness rooms, located in the facility is not included in the canteen proposal. The Town retains the right to rent the community and fitness rooms to users and the renter may provide any food product as per their rental Agreement with the Town. Should the group renting the rooms request that canteen services be provided, the successful proponent may be contacted.

15. FLOOR AND OUTDOOR EVENTS

- 15.1. The Town retains the canteen rights to all floor and outdoor events to be located at the facility. Floor events and outdoor activities when the ice is out or during the off season, as specified earlier in this Agreement, are not included in the Canteen Agreement. Should the floor or outdoor renter request that canteen services be provided the Canteen Operator may be contacted.

16. STAFFING REQUIREMENTS

- 16.1. The successful proponent shall, at its own cost and expense, provide a sufficient number of skilled employees to fulfill the operational specifications.
- 16.2. All services will be performed by trained, competent, and orderly personnel. All employees shall keep themselves neat and clean and shall be courteous to all members of the public using the facility and staff working at the facility.
- 16.3. The successful proponent's staff shall not be considered Town staff and do not qualify for Town benefits or coverage in case of any incident or accident during the performance of the Agreement.

17. REPAIRS AND CLEAN-UP

- 17.1. The successful proponent hereby accepts the premises and equipment on an "as is" basis. The successful proponent, at their own expense, shall maintain and keep the premises and equipment in good order and condition as would a prudent owner of similar premises (reasonable wear and tear and damage by fire, lightning and tempest and structural defect only excepted). If structural repairs or replacement to the roof, foundation or load-bearing walls, or the heating equipment of the premises are required during the term, then the Town shall be obligated, at its expense to affect such repair. The successful proponent covenants with the Town to leave the premises and equipment in as good repair as the premises were at the commencement of the term. The Operator shall be responsible and pay for cleaning, janitorial services, and waste removal.

18. ADVERTISING

18.1. The successful proponent agrees to refrain from putting up or exhibiting upon any part of the canteen any sign, notice, notice board, painting, design, or other device advertising any business undertaking or scheme without having first obtained the consent, in writing, of the Town.

19. SALE OF INTOXICANTS

19.1. The successful proponent shall not sell or allow the sale of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor, or spirits at the canteen.

19.2. The successful proponent shall not sell or allow the sale of any intoxicating drug, medicinal, or otherwise such as but not limited to Cannabis.

20. PUBLIC ANNOUNCEMENT SYSTEM, HAWKERS, ET CETERA

20.1. The successful proponent shall not use any public address system, “barker”, “spieler”, “hawker”, “hustler”, “crier”, or any other noisemakers to advertise or attract attention to any article, ware, product, merchandise, services, or function offered for sale or rent, unless approved by the Town.

21. SALES TAX

21.1. The successful proponent shall be responsible for all tax submissions to the Federal and or Province where applicable.

22. TITLE TO PREMISES

22.1. This Agreement is not intended to and shall not be construed to vest in the successful proponent’s title or property rights in the real estate fixtures, equipment, or personal property belonging to the Corporation now located or which may be located hereafter in or around the lands and premises occupied by them or anyone employed by them under the Agreement.

23. UTILITIES AND OPERATING COSTS

23.1. The Town shall be responsible for and pay promptly where due:

- 23.1.1. All charges for public utilities including:
- 23.1.1.1. Water
 - 23.1.1.2. Sewer
 - 23.1.1.3. Electrical Power
 - 23.1.1.4. Natural Gas
 - 23.1.1.5. Internet

24. INSURANCE AND INDEMNIFICATION

- 24.1. The successful proponent shall, at their own expense, insure their fixtures, equipment, stock, and other chattels for the full replacement value and maintain Commercial General Liability naming the Corporation of the Town of Prescott as an Additional Insured in an amount of not less than \$5,000,000 (five million dollars) subject to a waiver of subrogation in favour of the Corporation of the Town of Prescott. This insurance shall be primary and non-contributing to any other insurance available to the Town.
- 24.2. The successful proponent shall, at their own expense, carry tenant's legal liability all risks for an amount not less than \$250,000.00 (two hundred and fifty thousand dollars) and shall be provided to the Town with evidence of same.
- 24.3. The successful proponent shall, at their own expense, insure and maintain Automobile Liability with respect to owned or leased vehicles (in excess of 30 days) used directly or indirectly in the performance of the Services covering liability for bodily injury death, and damage to property with a limit of net less than \$5,000,000 (five million dollars) inclusive for each and every loss.
- 24.4. The successful property agrees to indemnify the Corporation of the Town of Prescott and save it harmless from and against all loss (including loss of rents) claims, actions, damages, costs, liability, and expenses in connection with bodily injury including loss of life, personal injury, damage to property, or any other loss or injury arising from or out of this Agreement, or any occurrence in the premises or the occupancy of the premises.
- 24.5. Through the term of this Agreement, the policies shown above shall not be cancelled, permitted to lapse, or materially change unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation, expiry, or change.
- 24.6. Evidence of such insurance shall be delivered to the Town promptly at the inception of this Agreement and thereafter prior to the insurance renewal

date. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

24.7. The Town reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the Town may reasonably require from time to time.

24.8. All insurance policies required to be carried by the successful proponent shall be primary and not additional or contributing with any other insurance carried by the Corporation of the Town of Prescott.

25. SUB-LEASE

25.1. The successful proponent will not assign or sub-let all or any portion of the business or interest herein, without Town consent. Such consent may be arbitrarily refused by the Town in its sole and absolute discretion, however; such permission will not be unjustly withheld.

26. BY-LAWS

26.1. The successful proponent agrees to comply with all By-laws, rules, and regulations of the Corporation of the Town of Prescott, the Medical Officer of Health, and all other bodies authorized to make any by-laws, rules, or regulations governing the conduct and operation of the business or anything in connection therewith.

27. TERMINATION OF AGREEMENT

27.1. In addition to the termination clauses and statements throughout this Agreement, should the Town consider the successful proponent to be operating outside the parameters of this Agreement, the shall:

27.1.1. Address their concerns in writing to the successful proponent;

27.1.2. Request the successful proponent to rectify the deficiencies/action within a specified time period;

27.1.3. Terminate the Agreement.

27.2. Nothing herein shall oblige the Town to afford to the successful proponent an opportunity to correct such failure to meet specification on the second or any subsequent occasions of their failure to do so. However, the Town may, nonetheless, choose to do so.

- 27.3. Should the Town choose to terminate the Agreement, a cancellation notice shall be issued by the Town representative ten (10) business days prior to the effective date.
- 27.4. In addition, should any successful proponent default on the Agreement or otherwise fail to meet the performance requirements or maintain the specified costs, the Town at its sole and absolute discretion, offer another qualified responsible Operator to complete the work. Nothing in the foregoing shall oblige the Town to make such an offer.

28. GENERAL TERMS AND CONDITIONS

- 28.1. The submission of a Proposal(s) indicates acceptance by the Proponent of the instructions, terms, conditions, and requirements or other information as set out in this RFP. Any variations from this information must be submitted in writing with the completed Proposal.
- 28.2. Proponents shall demonstrate that they have the resources, experience, and capability to provide the materials and services in the provision of Canteen Services.
- 28.3. Submissions are made at the sole expense of the Proponent and the Municipality takes no responsibility for any expense incurred by a Proponent in preparing or submitting its proposal.
- 28.4. No Proposal will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contract, bid submission, or business transactions.
- 28.5. The following rights are reserved by the Town:
 - 28.5.1. This request does not commit the Municipality to award an Agreement for Canteen Services.
 - 28.5.2. The Town shall not be liable for any expense, loss or damage incurred or suffered by any proponent as a result of a non-award of this Proposal call.
 - 28.5.3. The Town reserves the right to ultimately select, in its own best judgment, and at its sole discretion the firm it deems best qualified to carry out this Agreement. The Town's determination will be final and not

open to review or challenge, whether it is alleged that the selection is arbitrary or otherwise not in accordance with standard trade practice.

- 28.5.4. The Town reserves the right to cancel, terminate or withdraw this Proposal call at any time or to accept or reject all or any part of any Proposal.
- 28.5.5. The Town reserves the right to retain all Proposals submitted and to employ any concepts contained in a Proposal regardless of whether or not that Proposal is selected.
- 28.5.6. The proposal with the highest revenue to the Town will not necessarily be accepted.
- 28.5.7. The Town reserves the right to enter into further discussions in order to obtain information that will allow the Town to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipality will be served.
- 28.5.8. The Town is required by law to adhere to the requirements of the Freedom of Information and Protection of Privacy Act, as amended. Any Proponent who requires that the information in its Proposal be kept confidential shall explicitly advise the Municipality of that fact by stamping or boldly marking the information as "CONFIDENTIAL". Release of any information not marked as confidential will be in compliance with the Town's policies and procedures. Proposal results may be reported to Council and the reports are released for public information.
- 28.5.9. Requests for withdrawal of a Proposal shall be allowed if the request is made prior to the closing date and time. Requests shall be directed to the email provided, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same Request for Proposal.
- 28.5.10. Adjustments to a submitted Proposal will not be considered. A Proponent desiring to make adjustments to a Proposal shall withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing date and time.

- 28.5.11. If two (2) or more Proposals are received for the same Request for Proposal, the Proposal with the latest time and date received shall be considered the intended Proposal.
- 28.5.12. Once received, all Proposals will become the property of the Town.
- 28.5.13. In the event of a dispute between the Town and the Successful Proponent, both parties agree to appoint representatives, who in good faith, will use their best efforts to resolve the dispute. Should the representatives be unable to promptly resolve the dispute, both parties shall agree to continue the work as required being understood that neither party will jeopardize any claim that they may have.
- 28.5.14. In the event that any provision shall be judged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- 28.5.15. Any Agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

29. SUBMISSION REQUIREMENTS

- 29.1. Proponent will be required to submit the following information via email as part of your proposal:
- The fee you propose to pay to the Town monthly
 - Your contact information
 - Detailed information about your experience working in concession, catering, restaurant, or related businesses
 - The products and menu items you propose to sell
 - The equipment you intend to use for all operations
 - Your proposed hours of operations from September 15th to March 31st
 - Three (3) references from different organizations which you have provided the same or similar services to.

****END OF DOCUMENT****