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City of Temiskaming Shores
Request for Proposal
RS-RFP-004-2022
Arena Concession Operations

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
POJ 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFP, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Proposal.

1. Objective

This Request for Proposals (RFP) is an invitation to submit proposals from interested individuals and businesses for the operation of the concessions within the Don Shepherdson Memorial Arena and the Shelley Herbert-Shea Memorial Arena.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,920, according to the 2016 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of six Councillors and one Mayor. The City also has various Committees of Council, with members appointed by Council.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject Line: RS-RFP-004-2022 “Arena Concession Operations”

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on June 29, 2022.**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposals shall be valid for 30 (days) days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5. Questions

Any questions with respect to the specifications are to be directed to:

Mathew Bahm

Director of Recreation

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4106

Email: mbahm@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **June 22, 2022, 12:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

6. Concession Details

The City of Temiskaming Shores has two concessions located within municipal arenas available for lease.

Concessions are as follows:

- 6.1 Don Shepherdson Memorial Arena Concession
 - Usage: Operated from August 1st to April 30th yearly
 - Address – 75 Wellington Street S. New Liskeard
 - Equipment
 - 1 Popcorn Machine
 - 1 Hot Dog Machine
 - 1 Microwave (Danby)
 - 1 Hot Chocolate Machine (Bunn)
 - 1 Coffee Machine (Bunn)
 - 1 Blender (Ninja)
 - 1 Electric Range (Whirlpool)
 - 1 Nacho Machine
 - 2 Refrigerators (Pepsi Co.)
 - 1 Perfect Fry Machine
 - 1 Pizza Holding Oven
 - 2 Chest Freezers (8.8 cu ft)
 - Toaster (2 Slice)
 - 1 Crock Pot
 -
 - 1 Vending Machine (Snacks)
 - 1 Drink Vending Machine (Pepsi)

- 6.2 Shelley Herbert-Shea Memorial Arena
 - Usage: Operated from September 15th to March 31st yearly
 - Address - 400 Blackwall St, Haileybury
 - Equipment
 - 1 Popcorn Machine
 - 1 Hot Dog Machine
 - 1 Microwave
 - 1 Hot Chocolate Machine (Bunn)
 - 1 Coffee Machine (Bunn)
 - 1 Blender (Ninja)

- 3 Refrigerators (1 Coke Display, 1 Small Display, 1 Fridge/Freezer)
- 1 Slushie Machine
- 2 Pizza Holding Ovens
- Toaster (2 Slice)
- 2 Crock Pots
- 1 Griddle/Sandwich Press
-
- 1 Vending Machine (Snacks)
- 1 Drink Vending Machine (Pepsi)

Proponents are requested to submit proposals for one or both concessions.

7. Scope of Work

The successful bidder(s) shall provide concession services as per their submitted proposal and subsequent agreement with the City of Temiskaming Shores.

Proponents shall submit a proposal for a minimum of one (1) and a maximum of two (2) concessions. The City of Temiskaming Shores reserves the right to award exclusive use of any concession to any proponent who submits a proposal.

Proponents, as a minimum, are required to provide the following services:

- Minimum term from September 1, 2022 to April 30, 2023
- Open daily Saturday and Sunday, open during all New Liskeard Cub hockey games and open during all skating club events or on a schedule approved by the municipality to meet anticipated high traffic times at the facilities.
- Sale of confectionery and food items.
- Sale of confectionary and drink items from publicly accessible vending machines.

The proponent(s) will be solely responsible to provide all consumables and any equipment beyond what is provided by the City of Temiskaming Shores.

All equipment provided by the proponent must meet all safety code standards and be maintained in good working order according to manufacturer(s) guidelines.

Unless otherwise specified in this document, the City will not provide any assistance in the procurement of materials or equipment necessary for carrying out and completing the work. Should the City supply certain equipment to enable the Proponent to perform the work; then such equipment must not be removed from the premises without the City's written authorization.

The Proponent shall be responsible for regular housekeeping and maintenance of the food service equipment and areas including, but not limited to, the serving area, the preparation, cooking area and the eating area. These areas shall always be kept in a tidy, clean, and sanitary condition to the satisfaction of City management.

The Proponent shall ensure compliance with all Province of Ontario and Timiskaming Health Unit requirements for food preparation, licensing and inspections.

All concession operations must meet the requirements of the City of Temiskaming Shores Healthy Eating in Recreation Settings policy (By-law 2019-152). Proponents agree to periodic inspections by the City of Temiskaming Shores or its designate to ensure compliance with By-law 2019-152.

8. Proposal Submission

Provided below in Sections A and B, are questions to be used as a guide to providing a proposal(s) for this RFP. Evaluation of proposals will be based on Proponent's submissions providing answers to these questions.

Section A – Business Background and Experience

1. Legal name of company, address, telephone number and contact person assigned to manage this contract.
2. Company history including length of service in the industry.
3. Names of other entities your company has serviced of a similar scope in the past five years. Include location, number of employees in that location, name of contact person and phone number.
4. Provide information on operational procedures of your company including purchasing practices particularly on food items and including policies on purchasing reusable, recyclable products or supplies and environmental procedures including waste reduction, separation practice.
5. Provided any further additional information that provides business background, business practice and experience that is relevant to this submission.
6. Other Comments

Section B – Proposed Services

1. List your proposed operating dates and hours of operation.
2. Provide sample of proposed menus/food types/options.
3. Would all food items requiring preparation be prepared on site or at another location? Identify items prepared at another location, if any and where that location is.
4. Any other necessary information regarding the proposed services.

9. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The City is not obliged to seek clarification of any aspect of a proposal.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposal. The City reserves the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive

irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The evaluation criteria will be as follows:

CITY PROPOSAL EVALUATION CRITERIA	MAXIMUM TOTAL POINTS
Mandatory Information Proponent has completed the form of quotation fully.	Pass / Fail
Proponent Background Individual/Business background and experience 20%	20
Service Proposed Proposed service to be offered including proposed operation dates, proposed hours of operation and proposed menu 25%	25
Overall Proposal Proposal shows a detailed understanding of the RFP, is complete, feasible and clear. 25%	25
Proposed Fee Total yearly fee to be provided to the City of Temiskaming Shores for exclusive use of the concession. Cost estimates are evaluated for completeness and highest is scored 30 points, next 25 points, etc. The 6 th and subsequent proposals will all be scored 5. Prices within a small differential will be scored as equal. Fees will be evaluated on each individual concession. 30%	30
Total Score	100

10. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder’s Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

11. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City

will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

12. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

13. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

14. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

15. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

16. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

17. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 15 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

The policies shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

18. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 15 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

19. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

20. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

21. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

22. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

23. Finalizing Terms

This RFP will not constitute a binding agreement but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments, or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

24. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

25. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

26. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

27. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;

- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

28. Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 30 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

29. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

30. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

31. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

32. Errors & Omissions

It is understood, acknowledged, and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

**City of Temiskaming Shores
RS-RFP-004-2022
Arena Concession Operations**

Form of Proposal

Proponent’s submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

_____ (Registered Company Name/Individuals Name)

Of,

_____ (Registered Address and Postal Code)

Phone Number: _____ Email: _____

We/I hereby offer to enter into an agreement for the services, as required in accordance with the Proposal for a price of (must be CDN funds and without HST):

Please submit proposed payments for **one or more** concessions in the space below. If you are not bidding on a concession, please indicate with a “**N/A**” in the amount box.

Description	Amount
Monthly payment for exclusive use of the Don Shepherdson Memorial Arena concession.	\$.00
Proposed Term (1-5 Years):	Term Length:
Monthly payment for exclusive use of the Shelley Herbert-Shea Memorial Arena concession.	\$.00
Proposed Term (1-5 Years):	Term Length:

I/we will submit the necessary proof-of-insurance and WSIB certificate within 15 days of being notified our proposal(s) have been accepted.	Yes <input type="checkbox"/>
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I/we will abide by the rules and regulations of the Healthy Eating in Recreational Settings Policy (By-Law 2019-152).	Yes <input type="checkbox"/>
I/we have submitted information including but not limited to our organization's background information, our proposed dates of operation, our proposed hours of operation and proposed menu.	Yes <input type="checkbox"/>

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-004-2022
Arena Concession Operations**

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation, or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2022.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFP-004-2022
Arena Concession Operations
Conflict of Interest Declaration**

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2022.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-004-2022
Arena Concession Operations**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.