



THE CORPORATION OF THE TOWN OF COLLINGWOOD

REQUEST FOR PROPOSALS

FOR

EDDIE BUSH MEMORIAL ARENA – CONCESSIONS

RFP #: LS2009-16

CLOSING

DATE: September 15, 2009

TIME: 12:00 PM local time

**LOCATION: Clerks Office, Town Hall, Town of Collingwood
97 Hurontario Street, Collingwood, Ontario**

LATE PROPOSALS WILL NOT BE ACCEPTED.

The Corporation of the Town of Collingwood reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest Proposal and to cancel this Request for Proposals at any time.

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The following definitions apply to the interpretation of the Request for Proposals;

1. **"Addenda or Addendum"** means such further additions, deletions, modifications or other changes to any Request for Proposal (RFP) documents.
2. **"Bid or Bid Form"** means the Bid in the form prescribed by this Request for Proposals and completed and submitted by a Proponent in response to and in compliance with the Request for Proposals and for the purpose of entering into the Contract with the Town in the event of award.
3. **"Call for Bids"** means the Call for Bids on the terms and conditions set forth in the Request for Proposal document.
4. **"Closing Time"** means the time specified in Part 1, Instructions to Proponents, by which all Bid submissions shall be received and stamped by the Town.
5. **"Conflict of Interest"** means any real, perceived or potential direct, indirect or deemed pecuniary benefit that may result from the Contract contemplated by this RFP.
6. **"Contract"** means the agreement in writing governing the lease of facilities and equipment, which has been executed by the Town and the Lessee following acceptance by the Town of the successful Proposal.
7. **"Council"** means the elected Council for the Town of Collingwood.
8. **"Lessee"** means the successful Proponent that enters into a lease agreement with the Town of Collingwood.
9. **"Proponent"** means the legal entity submitting a Bid or Bid Form in response to this Request for Proposals.
10. **"Proposal"** means the submission made by a Proponent in response to this Request for Proposals.
11. **"Request for Proposal"** or "RFP" means collectively all of the documents comprising the Request for Proposals, namely Part I to V, inclusive.
12. **"Sub Contractor"** means a legal entity approved by the Town undertaking the execution of a part of the Work pursuant to an agreement with the Lessee, and includes both "brokers" and "subcontractors".
13. **"Town"** The Corporation of the Town of Collingwood, as the case may be, and as identified in the Call for Bids, and RFP Documents and for the purpose of the award and execution and performance of the Contract shall mean the entity awarding the Contract.

1. OVERVIEW

The Town of Collingwood is calling for the provision of a concession operator for the Eddie Bush Memorial Arena Concession.

The intent of the RFP is to obtain a qualified concession operator to provide concession services to the public who attend the Eddie Bush Memorial Arena. The concession operator will lease the concession facilities and equipment on a monthly basis for a term of three years with an option of a one year extension based on mutual agreement.

The Lessee shall operate the concession from the Tuesday after Labour Day Weekend in September through to and including June 30th of each year and shall maintain the concession in a good and clean condition and repair all equipment provided for their use at their own cost.

The Lessee shall secure all necessary Health inspections prior to opening.

It is further required that the Lessee shall agree to comply with all current contracts the Town has in place with suppliers, which includes but is not limited to Coca Cola regarding the supplying of equipment and the purchasing of product.

It is also understood that there are various vending machines located in the Eddie Bush Arena and the Lessee shall in no way share in the revenue generated by these machines.

2. INTRODUCTION

The Town of Collingwood is located in the heart of a four season natural playground, on the southern shore of Georgian Bay, a focal point in an area that is designated as a Premier Tourist destination by the Provincial Ministry of Tourism. Collingwood is 104 kilometres (65 miles) north of Toronto and only a short 75 minute drive from Toronto's Pearson International Airport and is serviced by Highways 24 & 26 with easy access to Highway 400 and Airport Road.

Collingwood offers many economic opportunities; a utopian lifestyle offering four season recreational areas, featuring several downhill ski resorts, quality golf courses, some of the Province's best known hiking trails and reputedly the finest freshwater sailing in the world. Our many natural amenities make Collingwood an ideal location.

The Town's current population is approximately 20,000.

3. OBJECTIVES

The primary objective for this Tender is to secure a concession operator to lease and operate the Eddie Bush Memorial Arena Concession for a period of three (3) years during the fall, winter and spring months from the Tuesday after Labour Day in September, or as otherwise instructed, through to approximately June 30 of the following year.

The Town may elect to extend the term for one (1) additional season pending mutual agreement with the successful Proponent.

4. INQUIRIES

All inquiries concerning this RFP, including specifications, process and results are to be directed through:

Dennis Seymour,
Department of Leisure Services
(705) 444-2500 ext 3266
dseymour@collingwood.ca

Inquiries must not be directed to any other Town employees.

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be circulated in writing as an Addendum to all Proponents who have received the RFP document from the Town and have provided an e-mail address.

4. RFP SCHEDULE & CLOSING TIME

Proposals (2 Original) submissions must be received by the Town Clerk, Town of Collingwood, 97 Hurontario Street on/before: **12:00 p.m. local time, Tuesday September 15, 2009**

The Clerks Office Clock determines the Closing Time of the RFP.

Task	Date
Issue Request For Proposals	September 3, 2009
Request for Proposals Closes	September 15, 2009
Contract Commence	September 25, 2009

5. LATE SUBMISSION

Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Proponent.

6. PROPOSAL OPENING

The Proposals will be opened publicly immediately following the closing for the purposes of registration. A subsequent evaluation of the Proposals will be conducted administratively by staff members of the Town, and at a time subsequent to the public opening.

7. ELECTRONIC SUBMISSIONS

Electronically transmitted submissions (facsimile, e-mail, etc.) will NOT be accepted for this RFP.

8. COMPLETION OF PROPOSALS

The Bid Form including the appended schedules must be completed in hard copy. All entries in the Proposal shall be clear and legible and made in ink. All items shall be tendered according to any instruction in the RFP Documents. Alterations may be made providing they are legible and initialled by the Proponent's signing officer. Proposals which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

9. ADDENDUM/ADDENDA

Addendum/Addenda if required and related to said Contract shall hereby form part and parcel of the said Contract. Failure to acknowledge Addendum/Addenda issued shall result in a non-compliant bid. All Addendum/Addenda should be issued to the Proponents before forty-eight (48) hours of Closing Time. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued by the Procurement Officer.

10. PROPOSAL PREPARATION AND SUBMISSION

All Proposals shall be submitted in the format provided by the Town in the RFP.

The Proposal submission must clearly indicate attention to the Clerk, Sara Almas, RFP Number (LS2009-16), and Date and Time of Closing (August 19, 2009, 4:00 p.m.). Proposals must be sealed upon submission. Proposals delivered in person or by a courier service, without clearly indicating RFP submission, or if the Proposal fails to be delivered to the designated location by the Proponent or courier service may be rejected. Proposals that are not delivered on time shall result in the Proposal being rejected. Bid Forms submitted and received by facsimile shall not be accepted and shall result in the Proposal being rejected.

Delivery of the Proposal submission Envelope/Package through a Courier Service shall be the responsibility of the Proponent and shall result in the submission being rejected where;

- Proposal submission Envelope/Package is delivered to a location other than which is stated on the envelope/package and fails to be delivered to the Clerks Office prior to the closing date and time; and/or
- Proposal submission Envelope/Package which is enclosed in the Courier Envelope that does not state, "RFP SUBMISSION ENCLOSED" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
- Proposal submission Envelope/Package is delivered later than the closing date and time.

Amendments by telephone, facsimile, email or letter to a Proposal already submitted shall not be accepted or considered.

The Bid Form shall be signed in the space(s) provided by a duly authorized official of the Proponent. If a joint Proposal is submitted, it shall be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of a non-incorporated body or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.

11. RIGHT TO ACCEPT OR REJECT PROPOSALS

The Town reserves the right to reject any or all Proposals or to accept any Proposals should it be deemed to be in the best interest of the Town to do so.

12. EVALUATION CRITERIA

The acceptance of a Proposal will be contingent upon an acceptable record of ability and will be determined by, however not limited to, the following considerations:

- Best value for the Town
- Ability to meet/exceed all specifications and requirements
- Reputation & Ability of Proponent
- References

13. ABILITY AND EXPERIENCE OF PROPONENT

It is not the intent of the Town to award this Contract to any Proponent who does not furnish satisfactory evidence of the ability and experience in the operation of concessions and that there is sufficient capital and plant to enable prosecution and satisfactory completion of the contract.

14. CONTRACT AGREEMENT

The party to whom this Contract is awarded, may be required to execute a Contract Agreement with the Town for the lease of the concession and equipment. The Town reserves the right to cancel this Contract, by giving thirty (30) calendar days written notice should the successful Proponent fail to adequately comply with the terms and conditions of the Proposal and subsequent Contract Agreement. This Agreement shall be governed by the laws of Ontario and Canada.

15. PROPOSAL AWARD PROCEDURES

Unless stated otherwise the following procedures will apply:

1. The Town will notify the successful proponent that their Proposals has been accepted, within 60 (sixty) calendar days of the Proposal closing.
2. Notice of acceptance of Proposals will be by telephone and by written notice in the form of an Award Advice.
3. Immediately after acceptance of the Proposal by The Town, the successful proponent shall provide the Town with any required documents within ten (10) calendar days of the date of notification of award.

16. PROHIBITED PROPONENT COMMUNICATIONS

Any attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any person other than the Town Contact with respect to this RFP, will be grounds for disqualification.

For clarification and without limiting the generality of the foregoing, no attempt will be made to contact any member of Town's Evaluation Team, Executive Team, elected officials or any expert or other adviser assisting the Town's Evaluation Team, or any staff of Town.

In such event, and without any liability, the Town may, in its sole and absolute discretion, in addition to any other remedies available at law, disqualify the Proposal submitted by the Proponent.

17. PROPONENT NOT TO COMMUNICATE WITH THE MEDIA

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Town Contact.

18. RESPONSIBILITY FOR DAMAGES

The successful Proponent shall indemnify and save harmless the Town from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this Contract.

19. REGULATION COMPLIANCE AND LEGISLATION

The successful Proponent shall ensure all services and products provided in respect to this Contract are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Environmental Protection Act (Ontario) and its Regulations
- The Occupational Health and Safety Act and its regulations
- The Workplace Safety & Insurance Act
- The Canadian Environmental Protection Act

The Town reserves the right to request authentic copies from the successful Proponent of any documentation relevant to the aforementioned compliance requirements. Failure to provide may result in cancellation of the award.

20. CHARACTER AND EMPLOYMENT OF WORKERS

The successful Proponent, hereinafter called the Lessee, shall employ only orderly, competent and skilful workers to ensure that the concession operations are carried out in a respectable manner.

In the event that any person employed by the Lessee in connection with the work arising out of this Contract gives, in the opinion of the Town just cause for complaint, the Lessee upon notification by the Town in writing shall not permit such person to continue in any future work in conjunction with the Eddie Bush Memorial Arena concession.

21. CONFIDENTIAL INFORMATION OF THE TOWN

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

- is the sole property of the Town and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
- must not be disclosed without prior written authorization from the Town; and
- shall be returned by the Proponents to the Town immediately upon the request of the Town.

22. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Information provided by a Proponent may be released in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c.M 56, as amended. A Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Town.

The confidentiality of such information will be maintained by the Town, except where an order by the Information and Privacy Commission or a court requires the Town to do otherwise.

23. RIGHTS OF THE TOWN

In addition to any other express rights or any other rights which may be implied in the circumstances, the Town reserves the right to:

- make public the names of any or all Proponents;
- request written clarification or the submission of supplementary written information from any Proponent;
- waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- verify with any Proponent or with a third party any information set out in a Proposal;
- check references other than those provided by any Proponent;
- disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- accept or reject a Proposal if only one Proposal is submitted;
- select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Town;
- cancel this RFP process at any stage;
- cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- accept any Proposal in whole or in part, provided that doing so complies with the Town's Purchasing By-law (By-Law No. 06-42) and other applicable laws;
- discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- reject any or all Proposals in its absolute discretion;

and the Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

By submitting a Proposal, the Proponent authorizes the collection by the Town of the information set out above in the manner contemplated in those subparagraphs.

24. GOVERNING LAW OF THE RFP PROCESS

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

25. CONFLICT OF INTEREST

The Proponent, by submitting a proposal in response to this RFP confirms that there is not now, nor was there in the past any actual or potential Conflict of Interest (the definition for which is set out in the definition provision of the RFP) relating to the preparation of their Proposal nor is there any foreseen actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

26. INSURANCE

The Lessee will maintain and pay for Commercial General Liability Insurance, which coverage shall include premises and all operations liability to be performed by the Lessee, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

Where applicable, the Lessee will carry Standard Automobile and Non-Owned Automobile Liability Insurance and shall protect against all liability arising out of the use of owned or leased vehicles, used by the Lessee, its employees or agents. The limits of liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

In addition, the Lessee will carry Professional Liability Insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

The policy shall include The Corporation of the Town of Collingwood as an additional insured in respect of all operations performed by or on behalf of the Lessee.

The Lessee shall be entirely responsible for the cost of any deductible, which is maintained in any insurance document.

The Insurance Policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Town.

27. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Lessee shall be required to supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract and at a minimum of every sixty days during the life of the Contract indicating that all of the assessments the Contractor or any Subcontractor is liable to pay under the Worker's Safety Insurance Board Act or successor legislation have been paid and they are in good standing with the Board.

28. DAMAGE CLAIMS

The Lessee shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract

29. SAFETY STANDARDS

It is the responsibility of the Lessee and all employees thereof to work in a safe and orderly manner so as not to constitute any safety hazards.

30. EMERGENCY TELEPHONE NUMBER

The Lessee shall provide the Town with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

31. TOWN NOT EMPLOYER

The Lessee agrees that the Corporation of the Town of Collingwood is not to be understood as the employer to any successful concession operator nor to such concession operators personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP.

32. W.H.M.I.S. REQUIREMENTS

The Lessee must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Material Protection Act for all controlled products to be used in conjunction with the lease and operation of the concession. Any controlled goods supplied without appropriate data sheet and proper labelling will not be allowed on site and will be immediately removed by the Lessee from the premises.

33. NON-TRANSFERRABLE

The Lessee agrees that the Proposal or subsequent Contract for the lease and operation of the Arena concession is non-transferrable and may not be assigned without the written permission of the Corporation of the Town of Collingwood.

34. LIST OF ARTICLES, GOODS & MERCHANDISE PROPOSED FOR SALE

A listing of articles, goods and merchandise proposed for sale and their related over the counter prices must be submitted with the Proposal.

35. HOURS OF OPERATION

The Lessee shall keep the Concession Booth open for business for the minimum time periods as set out below:

1. Monday's from;
The 2nd Monday in September until and including the last Monday in March.
During the period of hockey games. or events
2. Thursday's from;
The 2nd Thursday in September until and including the last Thursday in March.
During the period of hockey games or event
3. Friday's from;
The 1st home game of the Major Hockey Team (usually the 2nd Friday of September) until the conclusion of the season for the Major Hockey Team including the Playoffs.
During the period of hockey games or events
4. Saturday's from;
The 3rd Saturday in September until and including the 3rd Saturday in March.
During the period of hockey games or events.
5. Sunday's from;
The 3rd Sunday in September until and including the 3rd Sunday in March.
6. Any other Special Events or Functions such as Figure Skating Carnival and/or Club Competitions, Benefit Hockey Games etc.

These hours shall be applicable for the length of this contract, however the Lessee may, at his/her discretion, keep the Concession Booth open for business times other than those specified in this paragraph but not exceeding 11.00 p.m. on any day unless approved by the Arena Supervisor.

36. SECURITY DEPOSIT

The Lessee shall, at the time of signing the Contract, deposit the sum of One Thousand Dollars (\$1,000.00) in cash or certified cheque with the Town to ensure that the building and equipment are left in a condition satisfactory to The Town. The deposit will be refunded to the Lessee after inspection of the building and equipment upon termination or expiration of the Contract.

37. PAYMENT SCHEDULE

With Contract - \$1,000.00 Security Deposit

The Lessee shall pay to The Corporation of the Town of Collingwood the amount bid monthly by means of post-dated cheques;

With Contract - 100% of the amount quoted for the 2009-10 Season plus Garbage Disposal Bin Fee

June 30, 2010 - 100% of the amount quoted for the 2010-11 Season plus Garbage Disposal Bin Fee

June 30, 2011 - 100% of the amount quoted for the 2011-12 Season plus Garbage Disposal Bin Fee

All cheques are to be dated for the first day of each month.

Note: Garbage Bin Disposal Fee is \$50.00 per month.

SCHEDULE "A"

**EDDIE BUSH MEMORIAL ARENA
LIST OF EQUIPMENT**

UPSTAIRS CONCESSION BOOTH

1. One (1) Moffat Microwave – Generation II
2. One (1) Dobieroo Hot Dog Cooker
3. One (1) Counter with 3-Compartment sink and storage
4. One (1) Hand Sink
5. One (1) Upright Woods Freezer
6. One (1) Grease Trap
7. One (1) Garland Fryer
8. One (1) Vulcan Fryer
9. One (1) Coke Fridge 3'X2'X5' high
10. One (1) Exhaust Canopy with Range Guard Fire System Fan and Motor
11. One (1) Brown Hot Chocolate and Cappuccino Machine
12. One (1) Coffee Machine with Hot Water Dispenser and Pots
13. One (1) Cash Register
14. One (1) Nacho Chip Warmer
15. One (1) Cheese Warmer
16. One (1) Popcorn Machine
17. One (1) Counter Top – 8' Long with Storage Below and Above
18. One (1) Counter Top – 12' Long with Storage
19. One (1) Freezer – 5'
20. One (1) Coke Fridge – 3.5'X2.5'X8' High
21. One (1) Washroom with Toilet and Sink
22. Two (2) Fry Warmers (Heat Lamps)
23. One (1) Coke Display Board
24. One (1) Garbage Pail

BID FORM

THE CORPORATION OF THE TOWN OF COLLINGWOOD

Town Clerk

97 Hurontario Street, Collingwood, ON. L9Y 3Z5

RFP#: LS2009-16

CONCESSION @ E.B.M. ARENA

DOCUMENTS TO BE ENCLOSED WITH THIS BID FORM.

- Bid Form Signed & Sealed
- Schedule of Articles, Goods, Merchandise for Sales
- List of Subcontractors
- List of References
- WSIB Certificate
- Other information to be included

THE CORPORATION OF THE TOWN OF COLLINGWOOD

RFP#: LS2009-16

CONCESSION – EDDIE BUSH MEMORIAL ARENA

THIS BID IS SUBMITTED BY: _____

ADDRESS: _____

POSTAL CODE: _____

TELEPHONE _____ FAX NO: _____

E-MAIL ADDRESS (if applicable) _____

PROponents G.S.T. NO.: _____

NAME OF AUTHORIZED PERSON(S): _____
(print)

POSITION(S) OF THE PERSON(S): _____
(print)

To The Corporation of the Town of Collingwood, Hereafter called the "Town":

I/WE _____ the undersigned declare:

1. THAT no Person(s), Firm or Town other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
2. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Proposal and is in all respects fair and without collusion or fraud.
3. I/WE represent that no member of the Council, and no officer or employee of the Town, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
4. THAT the several matters stated in the said Proposal are in all respects true accurate and complete.
5. THAT I/WE do hereby Bid and offer to enter into a Contract to lease and operate the Eddie Bush Memorial Arena concession and equipment in accordance with the prices and terms set forth in the Proposal and according to the specifications put forth in the RFP.
6. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the awarded Proponent for the lease or Sixty (60) Working Days, whichever event first occurs and that the Town may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
7. THAT the awarding of the Contract by the Town is based on this submission, which shall be an acceptance of this Bid.
8. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract Document and to execute the agreement in triplicate according to the requirements of the RFP.
9. THAT I/WE agree to save the Town, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Proponent is not the patentee, assignee, or licensee.
10. THE MONTHLY PRICES ON SCHEDULE I, (EXCLUDING APPLICABLE TAXES) are stated in lawful money of Canada.
11. THAT Addendum/Addenda No _____ to _____ Inclusive relate to the said Contract.

The undersigned affirms that he/she is duly authorized to execute this bid.

PROPONENT'S SIGNATURE AND SEAL: _____

POSITION: _____

WITNESS: _____

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____
(City/Town)

THIS _____ DAY OF _____ 20_____.

SCHEDULE I**ITEMS AND UNIT PRICES****LEASE AGREEMENT FOR 2009 & 2010 & 2011 & 2012****2009 - 10**

SEASON	PROPOSALS	ADDITIONAL COMMENTS
2009 - 10 SEASON (Sept - June)		
GARBAGE	\$50 / month	
SUB-TOTAL		
G.S.T. 5%		
P.S.T. 8%		
TOTAL PROPOSALS		

2010 - 11

SEASON	PROPOSALS	ADDITIONAL COMMENTS
2010 - 11 SEASON (Sept - June)		
GARBAGE	\$50/month	
SUB-TOTAL		
G.S.T. 5%		
P.S.T. 8%		
TOTAL PROPOSALS		

2011 - 12

SEASON	PROPOSALS	ADDITIONAL COMMENTS
2011 - 12 SEASON (Sept - June)		
GARBAGE	\$50 / month	
SUB-TOTAL		
G.S.T. 5%		
P.S.T. 8%		
TOTAL PROPOSALS		

SHALL INCLUDE

The above Proposals shall include all rental rates including but not limited to: rental of equipment, delivery, repairs, cleaning and pick up charges.

SCHEDULE II

LIST SUB-CONTRACTORS

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed; otherwise name Work and Sub-Contractor proposed to be used.

The Town reserves the right to approve all proposed Sub-Contractors and where the Town objects to the use of any proposed Sub-Contractor, the Proponent shall use another sub-contract Proponent acceptable to the Town. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract Award shall be subject to the approval of the Town.

The Awarded Proponent may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Awarded Proponent shall only use those Sub-Contractors approved by the Town and shall be held fully responsible to the Town for the acts and omissions of its Sub-Contractors.

TYPE OF WORK	SUB-CONTRACTOR	CONTACT NAME & NUMBER

SUBMISSION LABEL

From: _____

Contact: _____
Telephone: _____

Deliver to:

**The CORPORATION of the TOWN of COLLINGWOOD
ATTN: TOWN CLERK
CLERKS OFFICE
97 Hurontario Street
Collingwood, ON L9Y 3Z5**

SEALED BID:

For Town Office use only

Tender #: LS2009-16
DESCRIPTION: E.B.M. Arena Concession
Date and Time Received: _____
CLOSING DATE: September 15, 2009
Received By: _____