

Request for Proposal

Concession Operator for Brussels Morris and Grey Community Centre and Seaforth and District Community Centre Arena

Proposal Issued: Tuesday June 23, 2026

Deadline for Questions: Tuesday July 21, 2026, at 12pm (noon)

Proposal Submission Deadline: Friday July 31, 2026, at 12pm (noon)

Sealed Proposals must be clearly marked and submitted to:

Lissa Berard, Director of Community Services

Municipality of Huron East

72 Main Street South, PO Box 610

Seaforth, Ontario N0K 1W0

Late proposals will not be accepted.

Electronic proposals will not be accepted.

Table of Contents

Section 1 - Introduction and General Instructions.....	3
Section 2- Scope of Work and Project Requirements.....	10
Section 3 - Proposal Submission Requirements.....	17
Section 4 - Evaluation Criteria and Selection Process.....	18
Section 5 - Bid Forms.....	19

Section 1 - Introduction and General Instructions

Introduction

The Municipality of Huron East, located in Huron County, is seeking proposals from qualified Bidders to provide services to operate the concession booths at Brussels Morris and Grey Community Centre and Seaforth and District Community Centre.

Proponents shall include in their submission a detailed description of their proposed approach to the management and operation of the concession booth(s). Submissions must identify the food service solution being proposed, include a description of the menu items the proponent intends to offer, and confirm that the proposal includes all labour, equipment, and materials necessary for the management and operation of the concession services. Proponents should demonstrate their ability to provide quality food and beverage products, maintain affordable pricing, and deliver a high standard of customer service.

Proponents must also specify the compensation proposed for the use of the concession booth(s), including any fees, revenue-sharing model, or other financial consideration payable to the Municipality. The proposal should clearly indicate how such compensation is intended to contribute toward costs associated with utilities, equipment use, waste disposal, and other related operating expenses.

In addition, proponents shall describe the measures and procedures that will be implemented to ensure compliance with all applicable food safety, public health, and safe food-handling requirements.

Proponents must further outline their implementation plan for commencement of services, including startup requirements, staffing approach, and the lead time required from contract award to full operational readiness.

Contract

Pending approval from the Municipality of Huron East's Council and award of the Proposal, the work is to commence September 2026. The Concession Operator shall begin providing service in October 2026.

Submission of Proposals

The Bid Forms, together with all required supporting documentation must be submitted in a sealed envelope and shall be clearly marked with the name of the Bidder and RFP Name/ID and shall be delivered to:

Lissa Berard, Director of Community Services
Municipality of Huron East
72 Main Street South, PO Box 610
Seaforth, Ontario N0K 1W0

on or before 12pm (noon), Friday July 31, 2026.

Time registered by Municipality of Huron East Reception staff will be considered the official time when determining exact time of submission. Bidders are advised to deliver their bids well before the deadline. Making submissions near the deadline is done at the bidder's own risk. Bids time stamped 12:01 pm or later shall be declared non-compliant and shall be returned unopened. Bids delivered by e-mail or facsimile shall not be accepted.

Contact

All questions or inquiries must be made in writing (e-mail) to the Project Leader named below.

Lissa Berard, Director of Community Services
csd@huroneast.com

Inquiries shall not be directed to any other Municipality of Huron East employees.

No clarification requests will be accepted by telephone.

Schedule

The schedule set out herein represents the Municipality of Huron East's schedule that will be followed.

RFP Issue Date	Tuesday, June 23, 2026
Deadline for Submission of Questions	Tuesday July 21 at 12pm (noon)
Response to Questions	Friday, July 24, 2026
Proposal Submission Deadline	Friday July 31 , 2026 at 12pm (noon)
Proposal Opening	Friday July 31, 2026 at 12:01pm
Notification of Award	Wednesday August 12, 2026

Required Review and Clarification

Bidders should carefully review this solicitation. If questions concerning clarification of the contents of this document arise, the questions must be made in writing (e-mail) and received by the Project Leader by the deadline for submission of questions date above. This will allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Project Leader.

In submitting a Proposal, the Bidder acknowledges that they have read, completely understood, and accepted the terms and conditions of the RFP in full. The Municipality of Huron East is not responsible for any misunderstanding of the RFP.

Amendments to the RFP

The Municipality of Huron East may issue addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Bidders shall sign addenda documents and include in RFP submission. Addenda will be emailed to Bidders who requested the RFP document.

Proposal Opening

The Municipality intends to open the Proposals in private but reserves the right to open the proposals in public at its sole discretion.

Reserved Rights of the Municipality of Huron East

The Municipality of Huron East reserves the right to reject any or all Proposals including, without limitation, the highest compensation proposal, and to award the Contract to whomever the Municipality in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade contrary nor anything contained in the Contract Documents or herein.

The Municipality shall not, under any circumstance, be responsible for any costs incurred by the Bidder in the preparing of its Proposal.

Without limiting the generality of the foregoing, The Municipality of Huron East reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the Municipality of Huron East is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Municipality of Huron East considers unbalanced, or which is unaccompanied by suitable bid security (if required as part of the RFP).

Criteria which may be used by the Municipality of Huron East in evaluating proposals and awarding the contract are in the Municipality's sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more: price; compensation to the Municipality of Huron East; reputation; claims history of the Bidder; qualifications and experience and its personnel; quality of services and personnel proposed; ability to ensure continuous availability of qualified and experienced personnel; the project schedule and plan; the proposed staff; and the proposed supervisory staff.

Should the Municipality of Huron East not receive any proposal satisfactory to the Municipality of Huron East in its sole and absolute discretion, the Municipality of Huron East reserves the right to re-tender the Project or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Bidders.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

Not Responsible for Costs

The Municipality of Huron East shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Proposal. The Municipality of Huron East shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Huron East exercising any of its expressed or implied rights under this RFP.

Proposal Expiry Date

Bids shall be irrevocable for 90 days after the official closing time and the Municipality may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not. Extensions to this period may be granted with the mutual agreement of the Municipality of Huron East and the successful Bidder and may be initiated by either party.

Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Huron East before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified by the Municipality of Huron East. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Huron East.

Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Municipality of Huron East and must be treated as confidential. It may not be used for any

purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Municipality of that fact.

The Company may declare confidentiality of their bid; however, the Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents.

If you have any questions about the collection, use or disclosure of this information by the Municipality of Huron East, please contact the Clerk, Municipality of Huron East, 72 Main Street, Seaforth, Ontario N0K 1W0 (519-527-0160 ext. 38).

Assumptions

Bidders must take into account the following assumptions in preparing and submitting proposals:

- No municipal resources, supplies, or equipment is being made available for the performance of the functions, duties and responsibilities identified within this RFP.
- Confidentiality of all information must be maintained.

Deemed Satisfaction as to Submission

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services they will be required to supply, or any other matter which may enter the carrying out of the Project. No claims will be entertained by the Corporation of the Municipality of Huron East based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

Default Under Project

In case of a default of performance of the Project, the Corporation of the Municipality of Huron East reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

Additional Requirements

The use of appropriate and credible sub-contractors by the Bidder to perform portions of the contractor is permitted only if the Bidder declares such use in the Proposal.

The successful Bidder shall ensure that all services and products provided in respect to this Proposal are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation, including but not limited to WSIB and all applicable responsibilities under the Occupational Health and Safety Act.

Cancellation

The Municipality of Huron East reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, and pricing problems. If the successful Bidder should neglect to execute the work properly or fail to perform any provision of the Contract, the Municipality of Huron East, after written notice to the Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Bidder. Continued failure to execute the work properly will result in termination of the Contract. The Municipality will then provide written notice of the termination. The Municipality of Huron East may elect to terminate the Contract if the original terms and conditions are significantly changed, giving 30 days written notice to the Bidder. Either Party may terminate the Contract by giving the other Party 60 days written notice, giving reasons acceptable to the other and subject to the approval of both Parties involved in the Contract.

Approvals, Clearances and Permits

The successful bidder is responsible for obtaining all approvals, permits, clearances, etc. from all applicable agencies. All copies of approvals shall be submitted to the Project Leader in advance

of commencing any field work. All fees associated with permits and approvals shall be included in the Bidder's Total Contract Price.

Section 2 Scope of Work and Project Requirements

Scope of Work

The Municipality of Huron East is seeking proposals from qualified Bidders to provide services to operate the concession booths at Brussels Morris and Grey Community Centre and Seaforth and District Community Centre. Bidders can submit proposals for the operation of one Community Centre or both. The successful proponent must provide all labour, equipment and materials for the management and operation of concession services. In previous years, concession booths sold confectionary items such as soft drinks, hot drinks, slushies, candy, chips, fries, and hot dogs. The bidder must provide a high-level description of the menu they will plan to serve.

Interested proponents are encouraged to respond with solutions to the delivery of food services and provide quality products, affordable prices and excellent customer service in a safe food handling environment. Proponents must outline how they propose to implement the contract and the amount of lead time required to commence operations.

The Concession Operator will operate the one or both concession booths in such a manner that is deemed appropriate by municipal staff. Such manner includes, but is not limited to:

- a) Responsible for maintaining existing equipment in a clean, safe and workable condition.
- b) Ensure the concession is open during most public functions, including but not limited to:
 - i. Community minor hockey games;
 - ii. Senior Team games and other tournaments;(Municipal Staff will provide a list of events taking place at the arenas)
- c) Responsible for the purchase of all supplies required to operate the concession booths (including oil used in the deep fryer).
- d) Responsible for the upkeep and maintenance of the deep fryer, including the changing of oil and cleaning of grease trap and sink. (weekly grease trap).
- e) Responsible for the removal of garbage and recycling to the designated bins provided by the Municipality.
- f) Ensure the concession booths are available for inspection at any time.

The Concession Operator will be provided by the Municipality with:

- a) Heat, hydro and water services.
- b) Garbage and recycling pickup.
- c) Clean and workable equipment.

Concession Operator will

- a) Responsible for the general oversight of the operations of the concession booths at any given time.
- b) Responsible for removal and disposal fees for used cooking oil.
- c) Experienced in customer service and food management/preparation.
- d) Certification in Food Handling and Safety.

Terms of Reference

The Terms of Reference provide a framework for a Concession Operator to submit a Proposal, and for the Municipality to evaluate each Proposal received to determine which submission is most suitable for the Municipality's requirements.

Proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of these Terms of Reference that they deem to be of importance in this matter.

Contract Term

The term of contract for the Brussels Morris and Grey Community Centre, and Seaforth District Community Centre is for a three (3) year period beginning October, 2026 – May, 2029. The estimated season at the two arenas will be October 1 to March 31.

The term of the contract is subject to an option for renewal: three (3) additional one (1) year terms.

Insurance

The Proponent will be required to carry the following insurance at their expense and keep in force during the term of the Agreement.

Commercial General Liability

Commercial General Liability Insurance satisfactory to the Municipality of Huron East and underwritten by an insured licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$5,000,000/occurrence with an aggregate of not less than \$5,000,000.
- b) Add Municipality of Huron East as an Additional Insured with respect to the operations of the Proponent.
- c) The policy shall contain a provision for cross-liability and severability of interest in respect of the Proponent.
- d) Non-owned automobile coverage with a limit not less than \$5,000,000
- e) And shall include contractual non-owned coverage (SEF 96); Coverage to include damage caused by operation or moving vehicles
- f) Products and Completed Operation coverage
- g) Contractual Liability
- h) The policy shall provide 30 days' prior notice of cancellation
- i) Failure to Perform exclusion removed
- j) Lock-and-Key Replacement
- k) Halon Release Cover

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,00,000 per occurrence for Third-party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

Tenant's Legal Liability Insurance

Tenant's legal liability insurance for the actual cash value of the building as well as structures and equipment within the demised premises, including loss of use thereof.

Primary Coverage

The Proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

Workplace Safety & Insurance Board (WSIB)

The successful bidder shall be required to submit proof of Workplace Safety & Insurance Board Coverage. A valid clearance certificate must be maintained for the duration of the contract and for 90 days thereafter.

Or the successful bidder shall provide proof to the Municipality from the Workplace Safety & Insurance Board that the Bidder does not require Workplace Safety & Insurance Board Coverage.

Financial Considerations

The Concession Operator will detail the financial aspects of all arrangements in their submission.

The Municipality reserves the right to view sales records of the successful Concession Operator at any time, if contract compensation to the Municipality of Huron East is based on percentage of sales.

Failure to maintain accounts with the Municipality in good standing at all times will constitute cause for the Municipality to terminate the agreement and result in forfeiture of all deposits and other financial guarantees.

Restricted Products

The sale of tobacco, cannabis and alcohol products in any manner at all facilities owned by the Municipality is strictly prohibited. Failure to adhere to this condition may lead to the immediate termination of any contract/agreement with the Municipality and the Concession Operator and

the forfeiture of any deposits or other financial guarantees provided by the Concession Operator to the Municipality.

Hours of Operation

The availability of concession services is expected, within reason, to accommodate the ice rental schedule at Brussels Morris and Grey Community Centre, and Seaforth District Community Centre. Weekly ice schedule updates will be made available to the successful Concession Operator from municipal staff.

The hours of operation are to be always posted by the Concession Operator– stating days and times – all as agreed upon by both the Municipality and the Concession Operator.

The successful Concession Operator will be provided with a current year schedule to assist in determining actual operating hours.

The Municipality reserves the right to alter operation hours of facilities and programs subject to the playing schedule.

Exclusive Operation Rights

The Municipality will not compete with the Concession Operator. However, the Concession Operator does not have exclusive rights at municipal, or community events authorized either by Council or by the Community Services Department. It is further understood that the Concession Operator does not have exclusive rights in respect to events held at Brussels Morris and Grey Community Centre, and Seaforth District Community Centre, which may include banquets, receptions, meetings, programs, recreational and or social events and or for which a rental fee is paid, whether or not such events are licensed under regulation of the AGCO.

The Municipality reserves the right to allow vendors to be in operation for designated events. For example, trade shows where multiple vendors are required in order to serve attendees; hall rentals where renter has choice of choosing food caterer.

Special events held on the outdoor properties of the Brussels Morris and Grey Community Centre, and Seaforth District Community Centre, are not subject to the exclusive operating rights of the Concession Operator.

The Municipality may continue to operate vending machines available in the lobbies at both facilities.

Equipment

The following equipment is installed at the Brussels Morris and Grey Community Centre, and Seaforth District Community Centre. The Concession Operator will have access to this equipment. This list is not exclusive; there may be other equipment available to the concession operator at the discretion of municipal staff. Proponents may request a walk through of the facilities to view the equipment.

Equipment: Brussels Morris and Grey Community Centre	Owner
Cooler	Municipality of Huron East

Equipment: Seaforth District Community Centre	Owner
Hot chocolate maker	Mother Parker
Deep freezer	Municipality of Huron East
Double basket deep fryer	Municipality of Huron East
Pop Corn Machine	Municipality of Huron East
Coffee Machine	Mother Parkers
Hot Dog Roller	Municipality of Huron East

For any equipment owned by the Municipality or other, the Concession Operator will be required to:

- a) Sign off as to condition of the equipment.

- b) Provide an undertaking to return the equipment to this condition upon expiry of the Agreement with the understanding of normal wear and tear.
- c) Post a security deposit of cash (or the like against damage in an amount to be determined).
- d) Ensure the equipment is kept clean.

If the Concession Operator provides additional equipment, they would assume full and sole liability for its operation, safety or maintenance. Any concession equipment provided by the Concession Operator must meet all building, electrical and fire codes, and safety regulations. No costs shall be incurred by the Municipality for either the equipment or its installation.

Maintenance and Alterations

The Concession Operator will be responsible for the ongoing cleaning and maintenance of all areas to which he/she has been granted access.

The Municipality will be responsible for the payment of all utility charges connected with the concession, but will not provide communication facilities (telephone, etc.).

Any type of alterations or renovations, structural or otherwise, to the concession area(s) by the successful Concession Operator must have prior approval of the Municipality and will be at the Concession Operators expense. All building, electrical and fire code regulations must be adhered to.

Access and Keys

Once keys have been given to the Concession Operator for the applicable facilities and areas within the facilities:

- a) Municipal staff will not have access to these facilities/areas without the consent of the Operator, other than in an emergency similar to those allowed under Landlord/Tenant legislation (generally Health & Safety issues).
- b) Municipal staff, under no circumstances will enter or grant access to the concession facilities, at the request of the Concession Operator or any other party to accommodate specific needs of the Concession Operator.

- c) The Concession Operator will not change the locks or keys without prior approval of the Municipality.
- d) All keys entrusted to the Concession Operator for the fulfilment of the contract must not be duplicated and must be fully always protected and returned to the municipal staff at the completion of the contract.

Food Items for Sale

The Concession Operator should provide with their submission an anticipated menu of items to be sold (“the standard menu”), including the estimated prices. This will be reviewed as part of the RFP evaluation. The proposal should consider healthy food options.

Quality Standards

All food must be prepared and sold in accordance with regulations by the Ministry of Health, Huron Perth Public Health Unit or any other jurisdictions of authority. Food and refreshments must be stored in proper containers.

The Concession Operator shall sell only foods that comply with or exceed the minimum standard regulations and applicable sections of all Federal and Provincial Acts and Regulations. (must have safe food handling)

Delivery and Storage

It is the responsibility of the successful Proponent to be on site for delivery of supplies and equipment. All supplies and equipment associated with this contract are to be received without the assistance of Municipal staff or equipment.

Accessibility Regulations for Contracted Services

In accordance with the Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Municipality of Huron East is required to train all third parties or persons who provide goods, services, or facilities on behalf of the organization.

Contracted employees, third party employees, agents and others who deal with the public on behalf of the Municipality of Huron East must meet the requirements of the above-noted Regulations with regard to training.

Criminal Records Check

The Concession Operator and staff will be required to submit to a criminal record check as they will be involved with vulnerable populations and will have access to municipal facilities. The criminal records check searches for such records or criminal convictions for which a pardon has not been granted, records of outstanding/pending criminal charges of which the respective police force is aware or can disclose probations, prohibitions, or other judicial orders in effect

Section 3: Proposal Submission Requirements

The proposal document must include the forms found in Section 5—Bid Forms at the beginning of the proposal document.

Proposals from organizations, individuals or businesses are welcome and must include the following information:

- a. Lead name, contact name(s), address, phone numbers, email addresses as appropriate;
- b. Outline which facility you are inquiring to operate. Either Brussels Morris and Grey Community Centre, Seaforth District Community Centre, or both.
- c. A description of your capacity to operate the concession booth. Examples of previous similar work, your business or organization, size of your volunteer base / employee base, etc.
- d. A detailed and concise explanation of your plan to operate the concession booth. Include details regarding, but not limited to, the following:
 - i. How will it be staffed?
 - ii. What types of food will be available?
 - iii. How will you ensure health code regulations and standards are met?
 - iv. What type of training will be provided for staff / volunteers?
 - v. How will your pricing be determined?

- vi. What will be your core menu items?
- e. Your plan to compensate the Municipality of Huron East for use of the space and equipment to provide this service.
- f. A list of additional equipment you plan to bring into the concession booth.
- g. Other details that the Municipality of Huron East should be aware of that may affect how you will operate the concession booth. Examples include marketing, signage, conflict of interest, organizational policies, hiring practices.
- h. Three references, preferably references that can speak to your food service capacity.
- i. Acknowledgement that proof of insurance and valid and current Workplace Safety and Insurance Board certificate or registration number will be provided.
- j. Any other information that supports why you feel the Municipality of Huron East should select your business to operate the concessions.

Section 4: Evaluation Criteria and Selection Process

The Municipality of Huron East is not bound to accept the lowest or any proposal and reserves the right to reject all proposals.

Proposal submissions shall remain open for a period of 90 (ninety) days from the closing date.

The successful proponent will be notified as soon as possible after the Municipality of Huron East has determined a direction.

The Concession Operator will be recommended by staff and approved by Council.

The following criteria will be utilized to evaluate the proposals:

- i. Capacity to offer service to the patrons of the Huron East Community Centres.
- ii. Demonstration through the proposal to achieve required deliverables relative to food service operation.
- iii. Team and lead contact / staff knowledge, experience and qualifications.
- iv. Knowledge of the community and facility.
- v. Ability to provide healthy food options.
- vi. Benefit to the Municipality of Huron East, including rent, community enrichment or a combination of both.

- vii. A personal meeting or interview may be arranged to assess proposals and the operator's capacity to successfully operate the concession booth.

The Municipality of Huron East reserves the right to negotiate all, or part of the proposal selected prior to it being approved. The successful individual, business or organization will be required to sign an agreement with the Municipality of Huron East.

Section 5: Bid Forms

Upon award, an insurance and WSIB certificate will be required.

1. Bidder Information Form

Bidder Name: _____

Respondent's Main Contact: _____

Complete Mailing Address: _____

Email Address: _____

HST Account #: _____

2. Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addendum(s)	
Addendum #	Date Received
#	
#	
#	

Check here if no Addenda received

3. Agreement to Submit Bid

To: The Municipality of Huron East, hereinafter called the "Municipality": I/We

_____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true, accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including Section 1: Introduction and General Instructions; Section 2: Scope of Work and Project Requirements; Section 3: Proposal Submission Requirements; Section 4: Evaluation Criteria and Selection Process; and Section 5: Bid Forms.
3. That I/we do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) days and prices for as long as stated elsewhere in the Bid Document, and that the Municipality may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Municipality, is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within ten (10) working days after notification of award. I/We understand that any acceptance by the Municipality is fully conditional upon the

receipt of said documentation, security, and certifications by the Municipality within ten (10) working days. If I/we fail to do so, the Municipality may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.

7. That I/we agree to save the Municipality, 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 Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that they are duly authorized to execute this bid.

Bidder's Signature: _____

Print Name: _____

Position: _____

Witness: _____

Print Name: _____

Position: _____

Dated at _____

(Town/City)

This _____ Day of _____ 2026