

**AGREEMENT for the Management and
Operation of Concession Services at
Municipal Recreational Facilities**

THIS AGREEMENT made this 26th day of August, 2025

BETWEEN:

THE MUNICIPALITY OF STRATHROY-CARADOC

(the "**Municipality**")

OF THE FIRST PART

-and-

RICCO FOOD DISTRIBUTION INC.

(the "**Concessionaire**")

OF THE SECOND PART

WHEREAS:

- A. The Corporation of the Municipality of Strathroy-Caradoc (the "**Municipality**") is a lower-tier municipality under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced, and is authorized to enter into agreements for the provision of goods and services, including the operation of concession services within municipally-owned recreational facilities;
- B. In accordance with its statutory authority and procurement policies, the Municipality issued Request for Proposal No. 2025186, *Management and Operation of Concession Services in the Municipality's Recreational Facilities* (the "**RFP**"), inviting proposals to provide all labour, materials, plant, equipment, and services required to operate concession services at the Gemini Sportsplex – 667 Adair Boulevard and the West Middlesex Memorial Arena – 334 Metcalfe Street for a three (3)-year term commencing September 1, 2025, and ending August 31, 2028, with an option to renew for up to three (3) additional one (1)-year terms, as set out in the RFP (no addenda were issued);
- C. Ricco Foods Distribution Inc. (the "**Concessionaire**") submitted a proposal dated June 26, 2025 (the "**Proposal**") in response to the RFP, offering to perform the required services on the terms and conditions described therein, including a payment structure based on a percentage of gross sales and/or monthly lease payments.;
- D. The Council of the Municipality, by resolution duly passed, authorized the award of the contract for the operation of concession services at the Gemini Sportsplex and the West Middlesex Memorial Arena to the Concessionaire and further authorized the execution of this Agreement; and
- E. The Municipality and the Concessionaire now wish to enter into this Agreement to set out their respective rights and obligations with respect to the operation of the concession services, it being acknowledged and agreed that the Concessionaire shall perform the services as an independent contractor and not as an employee, agent, or partner of the Municipality.



NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1.0 INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

- 1.1** The foregoing Recitals are acknowledged by the parties to be true and accurate in all material respects and are incorporated into, and shall form an integral part of, this Agreement.
- 1.2** The following documents are attached to and shall form integral parts of this Agreement:
- i. **Schedule "A"** – Request for Proposal No. 2025186, issued by The Corporation of the Municipality of Strathroy-Caradoc, including all instructions to proponents, terms and conditions, and specifications, noting that no addenda were issued;
 - ii. **Schedule "B"** – The Proposal submitted by Ricco Foods Distribution Inc., dated June 26, 2025, including the completed Bid Form, proposed pricing structure, menu of services, and any supporting documentation submitted therewith; and
 - iii. **Schedule "C"** – The executed Accessibility Regulations Acknowledgement, certificate(s) of insurance, WSIB clearance certificate, and any other documentation required by the RFP.
- 1.3** In the event of any conflict or inconsistency between the provisions of this Agreement and the contents of the attached Schedules, the provisions of this Agreement shall prevail, unless expressly stated otherwise herein.

2.0 DEFINITIONS

- 2.1** **"Agreement"** or **"Contract"** means this formal agreement between the Municipality and the Concessionaire for the provision of concession services at the Municipality's recreational facilities, as described in RFP No. 2025186 and the Concessionaire's Proposal.
- 2.2** **"Contract Documents"** means this Agreement and all schedules hereto, including:
- i. **Schedule "A"** – RFP No. 2025186, issued by The Corporation of the Municipality of Strathroy-Caradoc, including all instructions to proponents, general terms and conditions, and specifications;
 - ii. **Schedule "B"** – The Proposal submitted by the Concessionaire, Ricco Foods Distribution Inc., dated June 26, 2025, including the completed Bid Form, proposed pricing structure, menu of services, and supporting documentation;
 - iii. **Schedule "C"** – The executed Accessibility Regulations Acknowledgement, certificate(s) of insurance, WSIB clearance certificate, and any other documentation required by the RFP.

In the event of a conflict or inconsistency between this Agreement and any other Contract



Document, the provisions of this Agreement shall prevail unless expressly stated otherwise.

- 2.3 **“Contract Term”** means the initial term of this Agreement, commencing September 1, 2025, and ending August 31, 2028, subject to the Municipality’s option to extend for up to three (3) additional one (1) year terms, and any termination provisions set out herein.
- 2.4 **“Concessionaire”** means Ricco Foods Distribution Inc., a corporation incorporated under the laws of Ontario, with its business address at 1 Ricco Place, Strathroy, Ontario, N7G 3H8.
- 2.5 **“Council”** means the elected municipal council of The Corporation of the Municipality of Strathroy-Caradoc.
- 2.6 **“RFP”** means Request for Proposal No. 2025186 – *Management and Operation of Concession Services in the Municipality’s Recreational Facilities*, issued by the Municipality and forming part of the Contract Documents.
- 2.7 **“Services”** means the management and operation of food and beverage concession services at the Gemini Sportsplex and the West Middlesex Memorial Arena, including: provision of staffing; food preparation and sales; adherence to posted hours of operation; compliance with applicable health, safety, and accessibility standards; use and maintenance of municipally owned equipment; and all other obligations of the Concessionaire set out in the RFP, the Proposal, and this Agreement.
- 2.8 **“Special Events”** means an event or activity that: (i) is organized or sanctioned in writing by the Municipality; (ii) is distinct from regular programming, league play, or practice schedules; and (iii) is intended to attract the public for purposes such as tournaments, exhibitions, community celebrations, or other municipally approved gatherings. For clarity, regular games, practices, or internally organized team fundraisers do not constitute Special Events unless expressly designated as such by the Municipality in writing.
- 2.9 **“Total Contract Price”** means the total payments owing to the Municipality under this Agreement, based on the percentage of gross sales and/or monthly lease payments set out in the Proposal, plus applicable HST, subject to any adjustments made in accordance with the Contract Documents.
- 3.0 **SCOPE OF WORK**
- 3.1 The Concessionaire shall provide all labour, equipment, and materials necessary for the management and operation of concession services at the Municipality’s recreational facilities, specifically the Gemini Sportsplex, located at 667 Adair Boulevard, and the West Middlesex Memorial Arena, located at 334 Metcalfe Street, Strathroy, in accordance with the terms of this Agreement, the RFP (Schedule “A”), the Concessionaire’s Proposal (Schedule “B”), and all other Contract Documents.
- 3.2 Without limiting the generality of Section 3.1, the Services shall include the following components, as expressly set out in the RFP:
- a) Operation of the concession spaces designated within the Gemini Sportsplex and



West Middlesex Memorial Arena, as described in Section 1.10 of the RFP and illustrated in Appendix C;

- b) preparation and sale of food and beverage products in accordance with the standard menu submitted with the Proposal and subject to approval by the Director of Community Services or designate, including provision of healthy food options and pricing bottled water below sugar-sweetened beverages, as set out in Section 1.13 of the RFP;
- c) adherence to the soft drink exclusivity agreement currently in place between the Municipality and Coca-Cola Limited, and any future agreement entered into by the Municipality during the Contract Term, including exclusive sale of such products and purchasing directly through the supplier, as required under Section 1.8 of the RFP;
- d) operation of the concession at the Gemini Sportsplex during minimum hours of Monday to Friday from 5:00 p.m. to 10:00 p.m., and Saturday and Sunday from 7:00 a.m. to 9:30 p.m., with potential availability Monday to Friday during lunch to accommodate the adjacent high school, as described in Section 1.4 of the RFP;
- e) operation of the concession at the West Middlesex Memorial Arena for all Jr. B Rockets games and Saturdays from 7:00 a.m. to 9:30 p.m., as described in Section 1.4 of the RFP;
- f) maintenance of posted hours of operation at all times, as agreed upon with the Municipality, and use of the current facility schedule to determine operating hours, in accordance with Section 1.4 of the RFP;
- g) use, maintenance, and return of Municipality-owned equipment listed in Section 1.9 of the RFP, including signing off on its condition, returning it in the same condition (subject to normal wear and tear), posting a security deposit, and keeping it clean;
- h) compliance with all applicable health, safety, and accessibility legislation, including the Accessibility for Ontarians with Disabilities Act, 2005, Ontario Regulation 429/07, and Ontario Regulation 191/11, as required under the Accessibility Regulations Form (Schedule "C");
- i) maintenance of training records related to accessibility legislation and provision of such records to the Municipality upon request, as described in the Accessibility Regulations for Contracted Services Form;
- j) submission of financial arrangements, as set out in the Proposal, and maintenance of accounts in good standing with the Municipality, in accordance with Section 1.2 of the RFP; and
- k) maintenance of all food handling, preparation, and service practices in accordance with all applicable requirements of the Middlesex-London Health Unit, the Ministry of Health, and any other applicable authority having jurisdiction, as required under Section 1.14 of the RFP.



3.3 The Concessionaire acknowledges the limitations on concession rights set out in the RFP, including the following:

- a) The Concessionaire does not have exclusive rights at Municipal Council meetings, Community Events authorized by Council or the Community Services Department, or events held in the Gemini Sportsplex Multi-Purpose Room or dry floor areas, or in the West Middlesex Memorial Centre Gymnasium, Boardroom, or dry floor areas, as set out in Sections 1.5 to 1.7 of the RFP;
- b) The Municipality reserves the right to permit vendors to operate during designated Community Events, such as the Home and Leisure Show or similar events, without financial compensation to the Concessionaire, as described in Section 1.5 of the RFP;
- c) During Provincial, National, or International tournaments or significant events, the Municipality may award full or partial concession rights to event organizers without financial compensation to the Concessionaire, subject to mutual agreement between the host group, the Concessionaire, and the Community Services Department (Section 1.6);
- d) The Municipality reserves the right to allow vending machines to operate in any location at its discretion (Section 1.8); and
- e) The Municipality may permit fundraising concessions to operate only during Special Events, as defined in this Agreement, provided such fundraising concessions do not sell or offer for sale any items that duplicate those sold in the regular concession. Fundraising concessions are prohibited during all other times, including regular programming, league play, and practice schedules, unless the Municipality provides prior written authorization.

3.4 The Concessionaire shall not commence Services under this Agreement until authorized in writing by the Municipality. The Concessionaire shall be fully operational and ready to commence Services no later than September 1, 2025, unless otherwise agreed to in writing by the Municipality.

3.5 All Services shall be performed strictly in accordance with this Agreement, the RFP (Schedule "A"), and the Concessionaire's Proposal (Schedule "B"). In the event of any conflict or inconsistency between this Agreement and any other Contract Document, the provisions of this Agreement shall prevail, unless expressly stated otherwise.

3.6 The Municipality reserves the right to alter the operating hours of facilities and programs, close sections of or entire facilities as required for maintenance or special events, or otherwise modify concession operations in accordance with the provisions of Section 1.4 of the RFP. Such changes shall not result in any financial compensation to the Concessionaire unless expressly provided for in this Agreement.

4.0 TERM



4.1 The initial term of this Agreement shall commence on September 1, 2025, and shall expire on August 31, 2028, unless earlier terminated in accordance with this Agreement.

4.2 The Municipality may, in its sole discretion, renew this Agreement for up to three (3) additional one (1)-year terms, on the same terms and conditions or on such other terms, including financial terms, as may be mutually agreed in writing by the parties, subject to: (a) satisfactory performance by the Concessionaire of all obligations under this Agreement; and (b) the Municipality's operational requirements, as described in Section 1.1 of the RFP.

4.3 Any renewal of this Agreement shall be effective only upon written notice of renewal delivered by the Municipality to the Concessionaire prior to the expiry of the then-current term. No renewal shall be implied or inferred by the conduct, actions, or performance of either party.

5.0 EQUIPMENT AND SITE MAINTENANCE

5.1 The Concessionaire shall be responsible for the ongoing cleaning and maintenance of all areas to which it has been granted access under this Agreement, including all concession spaces within the Gemini Sportsplex and the West Middlesex Memorial Arena, as described in Section 1.11 of the RFP. Without limiting the generality of the foregoing, such cleaning and maintenance shall include, at the Concessionaire's sole cost and expense, the regular cleaning and servicing of all concession equipment, floors, counters, storage areas, exhaust hoods, grease traps, and any other fixtures or systems used in the operation of the concession services, in accordance with all applicable laws, regulations, and manufacturer recommendations.

5.2 The Municipality has provided, and the Concessionaire shall have access to, the equipment identified in Section 1.9 of the RFP and located at the respective facilities, including but not limited to griddles, deep fryers, refrigerators, freezers, hot chocolate/cappuccino machines, and coffee makers (the "**Municipality-Owned Equipment**"). The Concessionaire shall sign off on the condition of all Municipality-Owned Equipment prior to commencement of the Services.

5.3 The Concessionaire shall:

- a) maintain all Municipality-Owned Equipment in a clean, safe, and functional condition throughout the Contract Term;
- b) return all Municipality-Owned Equipment at the expiry or termination of this Agreement in the same condition as received, subject to normal wear and tear;
- c) post, prior to commencement of the Services, a security deposit in an amount to be determined by the Municipality, to be held as security against any damage to Municipality-Owned Equipment;



- d) not make any alterations to Municipality-Owned Equipment or install additional equipment without the prior written consent of the Municipality, and any approved alterations shall be at the Concessionaire's sole cost and expense; and
- e) ensure that any equipment provided by the Concessionaire complies with all applicable building codes, fire codes, safety regulations, and health standards, and that no costs for such equipment or its installation shall be incurred by the Municipality.

5.4 If the Concessionaire installs its own equipment, it shall assume full and sole liability, including insurance coverage, for the operation, safety, and maintenance of such equipment. All Concessionaire-supplied equipment shall be subject to prior approval by the Municipality and must meet all applicable health and safety standards, as set out in Section 1.9 of the RFP.

5.5 The Concessionaire shall ensure that concession areas are kept in a clean, sanitary, and orderly condition at all times, and that all equipment, counters, and work surfaces are cleaned and maintained in accordance with all applicable food safety, health, and sanitation regulations, including standards established by the Middlesex-London Health Unit. All waste shall be properly contained and disposed of in accordance with facility rules and public health requirements.

6.0 PAYMENT

6.1 In consideration for the Services provided under this Agreement, the Concessionaire shall remit payment to the Municipality equal to fifteen percent (15%) of gross sales, exclusive of Harmonized Sales Tax (HST), for each year of the initial Contract Term. For the purposes of this Agreement, "gross sales" means the total amount of all sales and revenues derived from the operation of the concession services at the Gemini Sportsplex and the West Middlesex Memorial Arena, before any deductions for costs, expenses, refunds, allowances, or any other amounts. This payment obligation shall apply to the following periods:

- a) September 1, 2025 to August 31, 2026;
- b) September 1, 2026 to August 31, 2027; and
- c) September 1, 2027 to August 31, 2028.

The Concessionaire shall remit such payments on a monthly basis, no later than the fifteenth (15th) day of the following month, unless otherwise agreed in writing by the Municipality.

6.2 Each monthly payment shall be accompanied by a written statement, certified by an authorized representative of the Concessionaire, setting out the total Gross Sales for the applicable month and calculating the amount payable to the Municipality. The Municipality may prescribe the form and content of such statements from time to time.

6.3 The Municipality may inspect and audit the sales records of the Concessionaire at any time during the Contract Term, and for a period of one (1) year following its expiry or termination, to verify the accuracy of amounts payable under this Agreement. The Concessionaire shall



maintain complete and accurate records of all gross sales and shall make such records available to the Municipality upon request, in accordance with Section 1.2 of the RFP.

6.4 Failure by the Concessionaire to remit payment in accordance with this section, or to maintain accounts in good standing with the Municipality, shall constitute a breach of this Agreement and grounds for termination. In such event, the Municipality may, without prejudice to any other remedies available at law or in equity, (a) terminate this Agreement, (b) forfeit any deposits or other financial guarantees provided by the Concessionaire, and (c) recover all unpaid amounts as a debt owing by the Concessionaire to the Municipality.

6.5 All payments shall be made in Canadian funds and shall be exclusive of HST, which shall be shown separately. The Concessionaire shall comply with all HST remittance and reporting obligations under applicable tax legislation.

7.0 FOOD AND MATERIAL SOURCING AND HANDLING

7.1 The Concessionaire shall be solely responsible for the sourcing, transportation, delivery, storage, handling, and preparation of all food, beverage, and concession-related products and materials required for the operation of the concession services under this Agreement, including but not limited to menu items, ingredients, packaging, utensils, and any consumables used in connection with food service.

7.2 All food and beverage products sold under this Agreement shall comply with applicable requirements of:

- a) the Federal Department of Health and Welfare,
- b) the Ministry of Health,
- c) the Middlesex-London Health Unit,
- d) the Medical Officer of Health, and
- e) any other authority having jurisdiction,

as required under Section 1.14 of the RFP.

7.3 All food items must be stored in proper containers and maintained in accordance with applicable food safety laws, regulations, and recognized industry standards to preserve freshness, quality, and suitability for human consumption.

7.4 The Concessionaire shall ensure that all equipment and materials it introduces into the facility, including any refrigeration, cooking, or food handling equipment, comply with applicable building codes, fire codes, and safety regulations, and are approved by the Municipality in advance of use, as required under Section 1.9 of the RFP.

7.5 The Municipality reserves the right, acting reasonably and in consultation with public health authorities, to inspect any food or beverage items, packaging materials, or food-handling practices at any time during the Term. The Concessionaire shall promptly address any deficiencies identified during such inspections, and the Municipality may prohibit the sale or use of any non-compliant items or practices without compensation to the Concessionaire.

8.0 INSURANCE AND INDEMNITY



- 8.1 Insurance Requirements:** The Concessionaire shall, at its sole cost and expense, and for the duration of this Agreement (including any approved renewal terms), maintain insurance coverage with insurers licensed to operate in the Province of Ontario, in forms and amounts satisfactory to the Municipality. Such coverage shall include Commercial General Liability Insurance on an occurrence basis, with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, covering bodily injury (including death), personal injury, property damage, products and completed operations liability, blanket contractual liability, non-owned automobile liability, cross-liability and severability of interests, liability arising from the use of subcontractors, and liability for damage to food service areas and contents. The policy shall name The Corporation of the Municipality of Strathroy-Caradoc as an additional insured with respect to the operations of the Concessionaire.

The Concessionaire shall also maintain Automobile Liability Insurance covering all licensed vehicles owned, leased, or used by the Concessionaire in connection with this Agreement, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. All insurance policies required under this section shall be primary and shall not call into contribution any other insurance available to the Municipality, and shall contain a provision requiring the insurer to provide the Municipality with not less than thirty (30) days' prior written notice of cancellation or material change in coverage.

- 8.2 Certificates of Insurance:** The Concessionaire shall provide the Municipality with valid Certificates of Insurance evidencing compliance with the insurance requirements set out in Section 8.1 prior to the commencement of Services, upon any renewal of the required policies during the Term, and upon request by the Municipality. Failure to provide or maintain the required insurance shall constitute a material breach of this Agreement.
- 8.3 Workplace Safety and Insurance Board (WSIB):** The Concessionaire shall maintain its WSIB account in good standing for the duration of this Agreement and shall provide a valid WSIB Clearance Certificate prior to the commencement of Services and upon request by the Municipality. If the Concessionaire is exempt from WSIB registration, it shall provide documentation confirming such status, in a form satisfactory to the Municipality.
- 8.4 Health and Safety Compliance:** The Concessionaire shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, and all applicable regulations and public health directives. The Concessionaire shall ensure that all employees and agents operating under this Agreement are properly trained, certified where required, and supervised. The Concessionaire shall adhere to all health and safety practices required by the Middlesex-London Health Unit and other authorities having jurisdiction, including food safety and sanitation standards. The Concessionaire shall further ensure that all concession facilities and equipment are maintained in a safe, sanitary, and operable condition at all times.
- 8.5 Indemnification:** The Concessionaire shall indemnify and hold harmless the Municipality, its elected officials, officers, employees, and agents from and against all claims, demands, actions, losses, costs, damages, liabilities, or expenses (including legal fees on a full



indemnity basis) arising from or relating to any breach of this Agreement by the Concessionaire; any injury (including death) to persons or damage to property arising from the provision of Services under this Agreement; any negligent act, omission, or willful misconduct of the Concessionaire or its employees, agents, or subcontractors; and any failure to comply with applicable laws, regulations, or health and safety requirements in connection with the Services. This indemnity shall survive the termination or expiry of this Agreement.

- 8.6 Responsibility for Sub-Contractors:** The Concessionaire shall remain fully responsible for all Services performed under this Agreement, whether performed directly or by subcontractors. No portion of the Services may be subcontracted without the prior written consent of the Municipality. The Concessionaire shall ensure that all approved subcontractors carry insurance coverage equivalent to that required under this Agreement, comply with all applicable legislation and public health requirements, and meet the Municipality's standards for conduct and performance.

9.0 INDEPENDENT CONTRACTOR

- 9.1** The Concessionaire acknowledges and agrees that it is an independent contractor and is not, nor shall it be deemed to be, an employee, agent, partner, or joint venturer of the Municipality. Nothing in this Agreement shall be construed to create any relationship of employment, agency, partnership, or joint venture between the Concessionaire and the Municipality.
- 9.2** The Concessionaire shall have no authority to bind the Municipality or to represent itself as having any authority to bind the Municipality, except as may be expressly authorized in writing by the Municipality.
- 9.3** The Concessionaire shall be solely responsible for the supervision, direction, and control of its employees, subcontractors, agents, and representatives, and shall be solely responsible for the payment and remittance of all applicable statutory withholdings, deductions, premiums, contributions, and taxes, including, without limitation, Canada Pension Plan contributions, Employment Insurance premiums, Workplace Safety and Insurance Board premiums, Harmonized Sales Tax (HST), and any other federal, provincial, or municipal taxes, premiums, contributions, or withholdings required by law in connection with the performance of the Services.
- 9.4** The Concessionaire shall ensure that all personnel performing the Services are properly trained, competent, and, where required by law, appropriately licensed or certified. The Concessionaire shall further ensure that all such personnel comply with the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, and all other applicable legislation, regulations, and recognized industry standards.

10.0 PERFORMANCE STANDARDS AND REPRESENTATIONS

- 10.1** The Concessionaire represents and warrants that it is duly qualified to perform the Services and possesses the necessary skill, experience, expertise, personnel, equipment,



and financial and technical resources required to carry out the Services in accordance with this Agreement. The Concessionaire shall provide all labour, equipment, materials, supplies, and supervision necessary to perform the Services as set out in this Agreement and all applicable schedules.

- 10.2** The Services shall be performed diligently, professionally, and in accordance with all applicable statutes, regulations, by-laws, codes, and public health directives, including, without limitation, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Environmental Protection Act, R.S.O. 1990, c. E.19, and all requirements of the Middlesex-London Health Unit and any other authorities having jurisdiction. The Concessionaire shall at all times maintain a standard of care, skill, and diligence consistent with that expected of competent and experienced operators providing similar services in Ontario.
- 10.3** The Concessionaire acknowledges and agrees that its performance of the Services shall, at a minimum, meet or exceed the standards, specifications, and obligations set out in this Agreement and all referenced documents. Any failure to meet such standards shall constitute a default and may entitle the Municipality to invoke any of its rights or remedies under this Agreement, including, without limitation, the right to withhold payment, terminate this Agreement, or seek damages.
- 10.4** The Concessionaire acknowledges and agrees that time is of the essence in starting and continuing the Services. The Concessionaire shall begin providing the Services by the date set out in this Agreement and must continue operating according to the approved schedule and hours of operation, unless the Municipality agrees in writing to any changes.
- 10.5** If the Concessionaire defaults or otherwise breaches this Agreement in a material way, the Municipality may, without limiting any other legal rights or remedies it may have, take any of the following actions: withhold payments or revenues otherwise owed under this Agreement; terminate the Agreement for cause; draw on any security provided by the Concessionaire, including any performance bond or deposit; apply the proceeds of such security as liquidated damages (not as a penalty) to cover any costs, losses, or damages caused by the breach; or arrange to have the Services completed by other means and recover the related costs from the Concessionaire.
- 10.6** The rights and remedies set out in this Agreement shall be cumulative and shall not limit or exclude any other rights or remedies available to the Municipality at law or in equity.
- 10.7** The Concessionaire shall guarantee all Services provided under this Agreement against material defects in quality or performance for a period of one (1) year from the date of completion or termination of the Services, unless otherwise specified. This warranty shall be in addition to, and shall not limit, any other rights or remedies available to the Municipality under this Agreement or at law.

11.0 CHANGE ORDERS

- 11.1** The Municipality may issue a written Change Order to make changes to the Work,



including changes to the scope, quantities, timing, or the addition of extra work, all in accordance with the Contract Documents.

- 11.2 The Contractor shall not proceed with any changes to the Work and shall not claim any adjustment to the Total Contract Price or to the time for performance unless the Municipality has authorized such changes in advance and in writing through a Change Order.
- 11.3 Any adjustment to the Total Contract Price shall be limited to payment for actual quantities or extra work that has been authorized by a written Change Order. The Municipality shall not be responsible for any additional cost, charge, or claim unless it has been expressly authorized in writing by a Change Order.
- 11.4 Adjustments related to provisional items or to the actual measured quantities of Work performed do not require a Change Order and shall be made in accordance with the unit prices set out in the Contractor's Bid and the Contract Documents.

12.0 COMPLIANCE WITH LAWS

- 12.1 The Concessionaire shall comply with all applicable federal, provincial, and municipal statutes, regulations, bylaws, codes, directives, and guidelines in the performance of the Services. All labour, materials, equipment, and methods used in delivering the Services shall meet or exceed all applicable environmental, health, safety, and operational standards. The Concessionaire shall be responsible for obtaining all required utility locates prior to commencing any excavation or related work and shall provide confirmation to the Municipality upon request. Compliance with this Section shall be at the sole cost and expense of the Concessionaire.
- 12.2 The Concessionaire represents and warrants that it, and all persons it employs or engages to provide the Services, have received training in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, and its regulations, including Ontario Regulation 191/11 (Integrated Accessibility Standards), as amended. The Concessionaire shall provide written confirmation of such training to the Municipality upon request.
- 12.3 The Concessionaire shall comply with all applicable Ministry of Labour requirements under Ontario Regulation 213/91 (Construction Projects), including, where applicable, the filing of any required Notice of Project, and shall provide proof of such filing to the Municipality prior to commencement of any applicable work.

13.0 TERMINATION

- 13.1 The Municipality may terminate this Agreement immediately, without notice, penalty, cost, or compensation of any kind, if the Concessionaire fails or is unable to operate during the required hours of operation, or otherwise fails to maintain continuous service in accordance with this Agreement.
- 13.2 Either party may terminate this Agreement immediately upon written notice if the other



party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receiving written notice specifying the breach. For greater certainty, a material breach by the Concessionaire shall include, without limitation:

- a) failure to perform the Services in accordance with this Agreement;
- b) failure to meet the required operating schedule or hours;
- c) failure to maintain required insurance coverage;
- d) failure to comply with applicable health, safety, or environmental legislation;
- e) use of substandard food or equipment; or
- f) failure to obtain or maintain a valid WSIB clearance or other required compliance documentation.

13.3 The Municipality may terminate this Agreement immediately, without notice, penalty, cost, or compensation of any kind, in the event that the Concessionaire becomes insolvent or bankrupt, an order is made for the winding-up or dissolution of the Concessionaire, or the Concessionaire ceases to carry on business in the normal course.

13.4 This Agreement may be terminated at any time by mutual written agreement of the parties.

13.5 Any provisions of this Agreement which by their nature are intended to survive termination or expiry shall do so, including, without limitation, provisions respecting indemnification, insurance, confidentiality, and governing law.

13.6 Notwithstanding Section 13.2, if the Concessionaire commits the same or a substantially similar breach on more than one occasion, the Municipality may treat such breach as not capable of remedy and may terminate this Agreement immediately upon written notice to the Concessionaire.

14.0 CHANGES TO TERMS AND CONDITIONS

14.1 No amendment, modification, or variation of this Agreement, whether initiated by the Municipality or the Concessionaire, shall be valid or binding unless it is set out in writing and executed by duly authorized representatives of both parties. This requirement applies to any change, without limitation, to the scope of Services, pricing, schedule, or any other provision of this Agreement or its Schedules.

14.2 The Municipality may, at its sole discretion, propose changes to this Agreement from time to time. Any such proposal shall have no effect and shall not be binding on either party unless and until it is accepted in writing by both parties through a signed Change Order or a written amendment to this Agreement.

15.0 RFP AND SUBMISSION ATTACHMENT

15.1 The Municipality has relied upon, and the Concessionaire acknowledges that the Municipality has relied upon, the representations, warranties, and information contained in the Concessionaire's proposal submission in response to the Municipality's Request for



Proposal – Concession Services 2025 (RFP No. 2025186), including, without limitation, the completed Proposal Form, Certificate of Insurance, WSIB Clearance Certificate, Subcontractor Declaration (if applicable), Reference Information, and Schedule of Prices (collectively, the “**Submission Materials**”). The Submission Materials are attached hereto as Schedule “B” and form an integral part of this Agreement. The Concessionaire acknowledges that such representations were a material inducement to the Municipality entering into this Agreement.

15.2 The Submission Materials shall be binding upon the Concessionaire to the same extent as if expressly set out in this Agreement, subject to any confidentiality designations clearly identified in accordance with applicable law and the Municipality's obligations under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

15.3 In the event of any conflict or inconsistency between the Submission Materials and the express terms of this Agreement, the terms of this Agreement shall govern.

16.0 CONFIDENTIALITY

16.1 The Concessionaire acknowledges that any and all information concerning the business, operations, plans, finances, or affairs of the Municipality that is not publicly available through Council agendas, publicly posted tender documents, or other official disclosures shall be considered confidential (“Confidential Information”). The Concessionaire shall not access, use, copy, disclose, or disseminate such Confidential Information except as required for the performance of its obligations under this Agreement, as required by applicable law, including without limitation the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, or by court order (with prompt written notice to the Municipality where permitted), or with the prior written consent of the Municipality.

16.2 The Concessionaire shall safeguard and maintain the confidentiality of all Confidential Information using at least the same degree of care as it uses to protect its own confidential information, and in any event no less than a reasonable standard of care, and shall ensure that its officers, employees, agents, and any permitted subcontractors are bound by, and comply with, these confidentiality obligations.

16.3 Upon request by the Municipality, or upon expiry or termination of this Agreement, the Concessionaire shall promptly return to the Municipality or securely destroy all Confidential Information in its possession or control, in any form, and certify such return or destruction in writing, subject only to retention of copies as required by applicable law.

17.0 VOLUNTARY AGREEMENT

17.1 Each party represents and warrants that it has the full right, power, and authority to enter into and perform this Agreement, and that the execution and delivery of this Agreement have been duly authorized by all necessary corporate or other action. Each party further represents and warrants that it is entering into this Agreement voluntarily, of its own free



will, and without duress, coercion, or undue influence, and that it has had the opportunity to seek and obtain independent legal advice prior to executing this Agreement.

18.0 SEVERABILITY

- 18.1** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement and the remaining provisions shall remain valid, legal, and enforceable to the fullest extent permitted by law.

19.0 AMENDMENT

- 19.1** No amendment, modification, or supplement to this Agreement shall be valid or binding unless made in writing and executed by duly authorized representatives of both parties.

20.0 ASSIGNMENT

- 20.1** The Concessionaire shall not assign, transfer, or subcontract this Agreement, in whole or in part, without the prior written consent of the Municipality. Any such consent shall only be effective if provided in writing and executed by an authorized representative of the Municipality. Any attempted assignment, transfer, or subcontracting without such consent shall be null and void.

21.0 ELECTRONIC SIGNATURES AND COUNTERPARTS

- 21.1** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures, scanned signatures, and signatures transmitted in PDF format shall be deemed original signatures and shall have the same legal force and effect as an original handwritten signature.

22.0 ENTIRE AGREEMENT

- 22.1** This Agreement, together with all attached Schedules and any documents expressly incorporated by reference, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, and understandings, whether oral or written. No amendment or modification of this Agreement shall be valid or binding unless made in writing and executed by duly authorized representatives of both parties.

23.0 NOTICE

- 23.1** Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered mail, or transmitted by email (with confirmation of receipt) to the following addresses:



To the Municipality:

Attention: Municipality of Strathroy-Caradoc, Clerk
Address: 52 Frank St, Strathroy ON, N7G2R4
Email: Clerk@strathroy-caradoc.ca

To the Concessionaire:

Attention: Ricco Food Distribution Ltd.
Address: 1 Ricco Place, Strathroy, ON N7G 3H8
Email: sales@riccofoods.com

23.2 Notices shall be deemed received: (a) on the date of delivery, if delivered personally; (b) five (5) business days after mailing, if sent by registered mail; or (c) on the date of transmission, if sent by email with confirmation of receipt, provided such email is transmitted during regular business hours. If transmitted outside regular business hours, it shall be deemed received on the next business day.

23.3 Either party may change its contact information by providing written notice to the other party in accordance with this Section.

24.0 Municipal Freedom of Information and Protection of Privacy Act

24.1 The Concessionaire acknowledges that the Municipality is an institution governed by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended ("**MFIPPA**"), and that records and information provided to the Municipality in connection with this Agreement may be subject to disclosure under MFIPPA.

24.2 The Concessionaire shall clearly identify any records, or portions thereof, submitted to the Municipality that contain trade secrets or scientific, technical, commercial, financial, or labour relations information supplied in confidence, the disclosure of which could reasonably be expected to result in harm to the Concessionaire or a third party. The Concessionaire shall also provide written justification for each proposed exemption from disclosure at the time such records are submitted.

24.3 Notwithstanding Section 25.2, the Municipality retains sole discretion to determine whether any information must be disclosed pursuant to MFIPPA or any other applicable law. The Municipality shall not be liable for any loss, claim, or damage suffered by the Concessionaire or any third party as a result of any such disclosure made in compliance with applicable law.

24.4 The Concessionaire shall provide reasonable assistance to the Municipality, upon request, in responding to any access-to-information request under MFIPPA that relates to this Agreement.

25.0 NON-EXCLUSIVITY

25.1 The Concessionaire acknowledges and agrees that this Agreement does not grant, and



shall not be construed as granting, any exclusive right to provide concession services, operate within municipal facilities, or conduct any related activities for the Municipality. The Municipality expressly reserves the right, in its sole and unfettered discretion, to engage other service providers, vendors, or operators, or to perform such services itself, for any other facilities or programs, whether similar to or different from the Services described in this Agreement.

26.0 CONFIRMATION OF INDEPENDENT LEGAL ADVICE

- 26.1** Each party acknowledges that it has had the opportunity to obtain independent legal advice prior to executing this Agreement, and that it enters into this Agreement voluntarily, without duress or undue influence, with full understanding of its terms, conditions, and obligations.

27.0 GOVERNING LAW

- 27.1** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any dispute arising out of or in connection with this Agreement.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF the Parties have affixed their respective signatures hereto, being the effective endorsement of their duly authorized officers:

RICCO FOOD DISTRIBUTION INC.

Date: August 21/25

Per: 

Title: President

I have authority to bind the Corporation.

THE MUNICIPALITY OF STRATHROY-CARADOC

Date: _____

By: _____

By: _____

We have authority to bind the Municipal Corporation.

Schedule "A"

W



**REQUEST FOR Proposal
FOR**

**Management and Operation of Concession Services in the Municipality's
Recreational Facilities**

TENDER CLOSING

Date: June 30th 2025

TIME: 2:00pm EST

PROPOSAL RECEIVED LATE WILL NOT BE ACCEPTED

NOTE: *This tender contains 11 pages.*

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and submit bid online.

PROPOSAL

Management and Operation of Concession Services in the Municipality's Recreational Facilities

1. OVERVIEW AND SCOPE OF WORK

The Corporation of the Municipality of Strathroy-Caradoc is calling for complete proposals from qualified bidders to provide all labor, **equipment** and materials for the management and operation of concession services at the following Municipality owned recreational facilities

- Gemini Sportsplex – 667 Adair Blvd
- West Middlesex Memorial Arena – 334 Metcalfe St

It is the intent of this Request for Proposal is to solicit innovative and entrepreneurial solutions to the delivery of food services at the above noted facilities, to provide quality products and excellent customer service in an economical, profitable, cost efficient and effective manner and at prices which the average customer can afford in a safe food handling environment.

Interested Concessionaires are encouraged to respond providing information on how they propose to implement the contract and the amount of lead time required to commence operations

TERMS OF REFERENCE

These Terms of Reference provide a framework for a Concessionaire 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 will be bidding on **ARENAS** (West Middlesex Memorial **and** Gemini Sportsplex)

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.

1.1 CONTRACT TERM

The term of contract for West Middlesex Memorial Arena and Gemini Sportsplex is for a **THREE (3)** year period beginning September 1 2025 and ending August 31, 2028. The proposed season dates at Memorial Arena will be Mid September to Mid April. At the Gemini Sportsplex the proposed season dates will be September 1 to May 30th for Rink A and September 1 to August 31 for Rink B. The Municipality reserves the right to alternate the rink seasons for the summer months and to adjust the operating seasons for any reason.

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



1.2 FINANCIAL CONSIDERATIONS

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

The successful bidder will be required to provide a bid deposit negotiated as part of the agreement, in cash or certified cheque.

MUNICIPALITY RESERVES THE RIGHT TO VIEW SALES RECORDS OF THE SUCCESSFUL CONCESSIONAIRE AT ANYTIME.

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.

1.3 RESTRICTED PRODUCTS


The sale of tobacco products in any manner at all Municipality facilities is strictly prohibited. Failure to adhere to this condition may lead to the immediate termination of any contract/agreement with the Municipality and the Concessionaire and the forfeiture of any deposits or other financial guarantees provided by the Concessionaire to the Municipality.

1.4 HOURS OF OPERATION

The Gemini Sportsplex concession will operate on a minimum Monday to Friday 5:00 p.m. to 10:00 p.m., Saturday and Sunday 7:00 a.m. to 9:30 p.m. and for other special events as scheduled. **The Gemini concession could be open Monday to Friday during the lunch period to accommodate the High School next door.**

The West Middlesex Memorial concession will operate on a minimum all Jr. B Rockets games along with Saturdays from 7:00am to 9:30pm

The availability of concession services is expected, within reason, to accommodate the ice rental schedule at The Gemini Sportsplex and the West Middlesex Memorial Centre. Weekly ice schedule updates will be made available to the successful Concessionaire from the Municipality.

- The hours of operation are to be posted at all times by the Concessionaire – stating days and times – all as agreed upon by both the Municipality and the Concessionaire, and to be signed after negotiations are completed.
 - The successful Concessionaire 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. The Municipality also reserves the right to close sections of or the whole facility as required for maintenance or for special events.
- 

1.5 **EXCLUSIVE OPERATING RIGHTS**

Should an event, **with requirements outside of the Municipality's control**, be hosted at any of the facilities included in this RFP, the Municipality may award full or partial concession rights to event organizers.

The Municipality will not compete with the Concessionaire. However, the Concessionaire does **NOT have exclusive rights** at Municipal Council, Community Events authorized either by Council or by the Community Services Department.

The Municipality reserves the right to allow vendors to be in operation for designated Community events. Examples of community sponsored events are – Home and Leisure Show, or other like events etc. A weekly activity list can be provided by the Community Services Department upon request, to the successful Concessionaire.

1.6 **EXCEPTIONS TO EXCLUSIVE OPERATING RIGHTS**

In the event of Provincial, National or International recognized tournament or significant event, **with requirements outside of the Municipality's control**, that may, from time to time, be booked at the facilities, the Municipality may award full or partial concession rights to event organizers without any financial compensation to the Concessionaire. If such events were to be held at any of the facilities, the applicant (Group Host), the concessionaire and Parks & Recreation department must come to a mutual agreement regarding the concession services.

1.7 **SPECIAL EVENTS**

It has been the practice of the Municipality to permit various associations to operate a fund raising concession in conjunction with special events. The Municipality reserves the right to continue this practice with the provision that such groups do not duplicate the items being sold in the regular concession.

It is further understood and agreed between the parties that the rights, privileges and obligations of the parties do not apply in respect of events held in the Gemini Sportsplex –Multi Purpose Room and/or dry floor events or the West Middlesex Memorial Centre – Gymnasium and/or Boardroom and/or dry floor events, 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 Liquor License Board of Ontario (LCBO).

Special events held on the outdoor properties of the Gemini Sportsplex, West Middlesex Memorial Centre, are not subject to the exclusive operating rights of the Concessionaire, as outlined in clause 3.5.

1.8 **SOFT DRINK EXCLUSIVITY CONTRACT AND VENDING MACHINES**

Under a previous agreement the Municipality of Strathroy-Caradoc has a contract with Coca-Cola Limited as the exclusive supplier of soft drinks to Municipality recreation facilities. The contract for this line of products will continue to be in full force and effect. The Concessionaire will be required to adhere to this contract by exclusively selling Coca-Cola beverages and by purchasing such products directly through Coca-Cola. If during this agreement the Municipality enters an alternate agreement with another supplier, the same provisions would apply.

At present the Municipality has existing agreements with soft drink suppliers, vending machines suppliers, etc. These are considered outside of the Municipality's control for the purposes of this RFP. **The**



contractor will have the responsibility to honour and abide by all exclusivity arrangements the Municipality of Strathroy-Caradoc may set up throughout the term of this agreement.

The Municipality will not compete with the Concessionaire; however the Municipality reserves the right to allow vending machines to operate in any locations deemed appropriate. The location of the vending machines will be at the discretion of the Municipality.

1.9 EQUIPMENT

The following Municipality owned equipment is installed at each Recreational Facility. The Concessionaire will have access to this equipment. Concessionaire to confirm equipment.

Concession Equipment List	Description	ID Tag #
Location		
Gemini	Grill – Quest 24" wide griddle	Unknown
	Deep Fryer – Quest Double - 130,000 BTU	Model # MV40/130 Ser # 19611
	Woods - Stand up Refrigerator	Model # R17WCA
	Woods - Stand up Freezer	Model # V17NAB
	Curtis - Hot Chocolate/Cappucino Machine	Serial # 12229583
	Bunn - Coffee Maker	Serial # SGLOO2017X
	Coke fridge 2 door	
Wmmc	Coffee Maker	Model # TP2S10A3500 Serial # 12642245
	Hot Chocolate/ Cappucino Machine	Model # CAFÉ PC3CS20000
	Grill – Garland, 24" wide	Serial # 20
	Deep Fryer	Serial # G00DC09030
	Stand-Up Freezer	Model # V1813RW3
	Coke fridge 2 door - Coke fridge single door	

For any Municipality owned equipment, the Concessionaire will be required to:

- sign off as to condition of the equipment
- provide an undertaking to return the equipment to this condition upon expiry of the Agreement with the understanding of normal wear and tear.
- post a security deposit of cash (or the like against damage in an amount to be determined).
- ensure the equipment is kept clean.

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

1.10 LOCATION AND SERVING AREAS

- The Municipality will undertake to discourage outside food and drink being brought within the food serving area mainly through the posting of signage.
- **West Middlesex Memorial Arena:** for the purpose of the Proposal, the Concession serving area for food and drinks at West Middlesex Memorial Arena will be designated as the upper and lower floors of the arena and seating area and front lobby area. – **Bar to be operated by others**

Opened in 1953 and newly renovated in 2011, the West Middlesex Memorial Centre offers a variety of amenities including ice surface, multipurpose space with full size basketball courts, boardrooms and exercise studio. The WMMC is also home to the [Strathroy Rockets](#), the community's Jr. B hockey team. This facility is located immediately adjacent to the new outdoor aquatic facility scheduled to open up in 2014 and to 15 acres of park and ball diamonds.

- **Gemini Sportsplex:** for the purpose of the Proposal, the Concession serving area for food and drinks at the Gemini Sportsplex will be designated as the upper and lower floors and stadium seating of the Green and Blue pads, the front lower lobby, and the upper mezzanine.

This active facility is a twin- pad ice facility that offers amenities for meetings, conferences, and special events. In the past, we have been pleased to host events such as NHL Alumni games, the World Curling Championship, the Ontario Indoor Speed Skating Championship, and the World U-17 Hockey Challenge. The facility is also host to numerous local special events and tournaments. The Gemini Sportsplex is located adjacent to a two board high school (Holy Cross Secondary School and Strathroy District High School), which shares parking lots and sports fields.

1.11 MAINTENANCE AND ALTERATIONS

- The Concessionaire 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 Concessionaire must have prior approval of the Municipality and will be at the Concessionaire's expense. All Building and Fire code regulations must be adhered to.

1.12 ACCESS AND KEYS

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

- Municipality staff will not have access to these facilities/areas without the consent of the Concessionaire, other than in an emergency situation similar to those allowed under Landlord/Tenant legislation (generally Health & Safety issues). Concessionaire's access and the concession floor plan are illustrated in Appendix C.
- Municipality staff, under no circumstances will enter or grant access to facilities, and areas within the facilities, at the request of the Concessionaire or any other party to accommodate specific needs of the Concessionaire.
- The Concessionaire will not change the locks or keys without prior approval of the Municipality.
- All keys entrusted to the Concessionaire for the fulfilment of the contract must not be duplicated and must be full protected at all times and returned to the Parks and Recreation Department at the completion of the contract.

1.13 FOOD ITEMS FOR SALE



Concessionaires should provide with their submission a detailed standard menu of items to be sold ("the standard menu"), including the prices and the date of the menu. This will be reviewed as part of the RFP evaluation. If the successful Concessionaire intends to make any changes to the menu, the changes must be approved by the Director of Community Services or designate

The proposal should have a healthy food options including requiring bottled water be sold for less than sugar sweetened beverages.

1.14 QUALITY STANDARDS

All food must be prepared and sold in accordance with regulations laid down by the Federal Department of Health and Welfare, the Ministry of Health, the Health Unit, the Medical Officer of Health or any other jurisdictions of authority. Food and refreshments must be stored in proper containers.

The Concessionaire shall sell only foods that comply with or exceed the minimum standard regulations and applicable sections of all Federal and Provincial Acts and Regulations.

1.15 DELIVERY AND STORAGE

It is the responsibility of the successful Proponent to be on site for delivery of equipment. All supplies and equipment associated with this contract are to be received without the assistance of Municipality staff or equipment. Delivery of goods must be during business hours.

1.16 SUB-CONTRACTING OF OPERATION

The Proponent shall not subcontract any portion of the concession operations, services, or responsibilities without the prior written consent of the Municipality. Any unauthorized subcontracting may result in immediate termination of the agreement.

1.16.1 APPROVAL REQUIREMENTS

If the Proponent intends to subcontract part of the work:

- A written request must be submitted to the Municipality, detailing:
 - The name and qualifications of the proposed subcontractor
 - The specific services to be subcontracted
 - The subcontractor's experience and track record in similar operations
- The Municipality reserves the right to reject any proposed subcontractor at its sole discretion.

1.16.2 RESPONSIBILITY AND LIABILITY

- The Proponent remains fully responsible for all work performed under the agreement, regardless of whether such work is performed directly or by a subcontractor.
- The Proponent is liable for ensuring that subcontractors comply with all applicable health, safety, legal, and insurance requirements.
- Any failure by a subcontractor to perform shall be deemed a failure by the Proponent.

- Subcontractors must carry insurance coverage equivalent to that required of the Proponent and must provide valid certificates upon request.
- Subcontractors must comply with:
 - Municipal policies and procedures
 - Health and safety legislation (e.g., WSIB, OHSA)
 - Food safety standards as applicable (MLHU)

N

BID FORM

(To be submitted with Original copy of Bid submitted)

**PROJECT: Management and Operation of Concession Services in the Municipality's
Recreational Facilities****LOCATION: 52 FRANK STREET, STRATHROY****DATE:** _____

Name of Company _____

Street Address _____

City/Town _____

Postal Code _____

Telephone _____

Fax _____

Municipality of Strathroy-Caradoc

Sir/Madam:

I/We agree to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above noted Project in accordance with the Contract Documents for the contract sum of

_____ (Dollars (\$ _____)) including all applicable taxes, custom duties and excise taxes (**HST EXTRA**) with respect to the Contract in accordance with all terms and conditions of the Tender.

The following amount for the Harmonized Sales Tax (**HST**) is extra to the above contract sum;
\$ _____.

TERM OF CONTRACT	PAYMENTS DUE	AMOUNT
September 1 st 2025 to August 31 st 2025	_____% of combined gross sales and/or _____ monthly lease payment	\$ _____
September 1 st 2026 to August 31 st 2027	_____% of combined gross sales and/or _____ monthly lease payment	\$ _____
September 1 st 2027 to August 31 st 2028	_____% of combined gross sales and/or _____ monthly lease payment	\$ _____

HST (13%)	\$
Arena Facilities - Total Fee Amount:	\$

I/We understand that the price(s) submitted in this Bid is/are based upon the acceptance of the Bid within ninety (90) days of the Bid closing date. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday, the time for acceptance shall be extended to the first following business day.

I/We have carefully examined all the Bid Documents, have visited the site, have registered with Strathroy-Caradoc's representative conducting the site visit, and have a clear and comprehensive knowledge of the work required under this Contract and of all the working conditions.

I/We are in a position to commence the work immediately upon receipt of the Municipality's, or its representative's, written direction, and to carry it through to a prompt and satisfactory conclusion.

I/We hereby certify that, at the time of submitting this bid, I/we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and Canada and that, in particular, all returns required to be filed under all provincial and federal statutes have been filed and all taxes due and payable under the statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Title: _____

Date of Tender: _____





2025186 - Management and Operation of Concession Services in the Municipality's Recreational Facilities - RFP

Opening Date: June 13, 2025 11:00 AM

Closing Date: June 30, 2025 2:00 PM



Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Municipality.

If the attached file(s) cannot be opened or viewed, your Bid submission may be rejected.

Upload your required and additional documents.

- Bid Form * (mandatory)
- Accessibility Regulations for Contracted Services Form * (mandatory)
- Additional Document (optional)



Addenda, Terms and Conditions

Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. Bidders are solely responsible for any expenses they incur in preparing the proposal and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject any or all proposals or cancel the request for proposal at any time the Municipality will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
3. Each Bidder must thoroughly examine all documents as well as make his own estimate for the proposed work before submitting a bid and must satisfy himself by personal examinations as to the local conditions to be met while completing the specified work. A Bidder is not to claim at any time after the submission of his bid that there was any misunderstanding of the terms and conditions of the Contract.
4. Bidders must make themselves aware of the Municipality's Purchasing Policy which is located on the Bids & Tenders Page of its website at www.strathroy-caradoc.ca.
5. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
6. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; customs, freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein. All prices shall be stated in Canadian funds.
7. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
8. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
9. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
10. I/We, 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. I/We shall be aware and sensitive to accessibility and disability issues.
11. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☒ I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

The bidder/proponent must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the offer; AND (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If No is selected, the bidder/proponent will be deemed to declare that (a) there was no Conflict of Interest in



preparing its offer; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the opportunity.

☐ Yes ☐ No

File Name

I have reviewed the
below addendum and
attachments (if
applicable)

Pages

There have not been any addenda issued for this bid.



Schedule "B"

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a set of initials.

BID FORM

(To be submitted with Original copy of Bid submitted)

**PROJECT: Management and Operation of Concession Services in the Municipality's
Recreational Facilities****LOCATION: 52 FRANK STREET, STRATHROY****DATE:** June 26/2025Name of Company Ricco Food DistributorsStreet Address 1 Ricco PlaceCity/Town Strathroy, OntarioPostal Code N7G 3H8Telephone 519-245-7081Fax 519-245-7126**Municipality of Strathroy-Caradoc**

Sir/Madam:

I/We agree to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above noted Project in accordance with the Contract Documents for the contract sum of

_____ (Dollars (\$) _____) including all applicable taxes, custom duties and excise taxes (**HST EXTRA**) with respect to the Contract in accordance with all terms and conditions of the Tender.

The following amount for the Harmonized Sales Tax (**HST**) is extra to the above contract sum;
\$ _____.

TERM OF CONTRACT	PAYMENTS DUE	AMOUNT
September 1 st 2025 to August 31 st 2025	<u>15</u> % of combined ^{Net} gross sales and/or _____ monthly lease payment	\$ _____
September 1 st 2026 to August 31 st 2027	<u>15</u> % of combined ^{Net} gross sales and/or _____ monthly lease payment	\$ _____
September 1 st 2027 to August 31 st 2028	<u>15</u> % of combined ^{Net} gross sales and/or _____ monthly lease payment	\$ _____

HST (13%)	\$
Arena Facilities - Total Fee Amount:	\$

I/We understand that the price(s) submitted in this Bid is/are based upon the acceptance of the Bid within ninety (90) days of the Bid closing date. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday, the time for acceptance shall be extended to the first following business day.

I/We have carefully examined all the Bid Documents, have visited the site, have registered with Strathroy-Caradoc's representative conducting the site visit, and have a clear and comprehensive knowledge of the work required under this Contract and of all the working conditions.

I/We are in a position to commence the work immediately upon receipt of the Municipality's, or its representative's, written direction, and to carry it through to a prompt and satisfactory conclusion.

I/We hereby certify that, at the time of submitting this bid, I/we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and Canada and that, in particular, all returns required to be filed under all provincial and federal statutes have been filed and all taxes due and payable under the statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Title: _____

Date of Tender: _____



Schedule "C"

W

CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC
ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

11

(To be submitted with Original and each copy of bid submitted)

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 Strathroy-Caradoc 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 Strathroy-Caradoc must meet the requirements of the above-noted Regulations with regard to training.

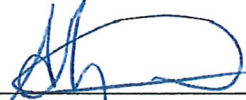
Training for the aforementioned regulations can be accessed online at the following website addresses:

- o Access Forward: Training for an Accessible Ontario – www.accessforward.ca
- o Ontario Human Rights Code –
<http://www.ohrc.on.ca/en/learning/working-together-ontario-human-rights-code-and-accessibility-ontarians-disabilities-act>

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to the Municipality of Strathroy-Caradoc any time during the term of the Contract.

I acknowledge the aforementioned accessibility regulations and that my company staff and any subcontractors have received the above training.

Company name: Ricco Food Distributors Corp

Authorized official:  Andy Vivian President
Signature Print Name Title

Date: June 26/25



2025186 - Management and Operation of Concession Services in the Municipality's Recreational Facilities - RFP

Opening Date: June 13, 2025 11:00 AM

Closing Date: June 30, 2025 2:00 PM

Vendor Details

Company Name: Ricco Foods Distribution Inc
Does your company conduct business under any other name? If yes, please state: Ricco Foods
Address: 1 Ricco Place
Strathroy, Ontario N7G 3H8
Contact: Andy Vivian
Email: avivian@riccofoods.com
Phone: 519-247-7081
Fax: 519-245-7126
HST#:

Submission Details

Created On: Thursday June 26, 2025 20:25:52
Submitted On: Thursday June 26, 2025 20:37:00
Submitted By: Andy Vivian
Email: avivian@riccofoods.com
Transaction #: 0121e6d5-c91f-4ac1-b516-394671328f42
Submitter's IP Address: 147.243.246.16



Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Municipality.

If the attached file(s) cannot be opened or viewed, your Bid submission may be rejected.

Upload your required and additional documents.

- [Bid Form](#) - Bid form completed June 26.pdf - Thursday June 26, 2025 20:34:07
- [Accessibility Regulations for Contracted Services Form](#) - Bid signed accessibility document.pdf - Thursday June 26, 2025 20:34:21
- Additional Document (optional)



Addenda, Terms and Conditions

Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. Bidders are solely responsible for any expenses they incur in preparing the proposal and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject any or all proposals or cancel the request for proposal at any time the Municipality will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
3. Each Bidder must thoroughly examine all documents as well as make his own estimate for the proposed work before submitting a bid and must satisfy himself by personal examinations as to the local conditions to be met while completing the specified work. A Bidder is not to claim at any time after the submission of his bid that there was any misunderstanding of the terms and conditions of the Contract.
4. Bidders must make themselves aware of the Municipality's Purchasing Policy which is located on the Bids & Tenders Page of its website at www.strathroy-caradoc.ca.
5. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
6. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; customs, freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein. All prices shall be stated in Canadian funds.
7. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
8. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
9. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
10. I/We, 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. I/We shall be aware and sensitive to accessibility and disability issues.
11. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☒ I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder. - Andy Vivian, President, Ricco Food Distribution Corp

The bidder/proponent must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the offer; AND (b) were employees of the City within twelve (12) months prior to the Submission Deadline.



If No is selected, the bidder/proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its offer; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the opportunity.

☒ Yes ☐ No

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Concession RFP Addendum # 2 Wed June 18 2025 08:24 AM	<input checked="" type="checkbox"/>	1
Concession RFP Addendum 1 Mon June 16 2025 04:48 PM	<input checked="" type="checkbox"/>	1

