



TOWN OF AURORA

COMMUNITY SERVICES

FACILITIES DIVISION

REQUEST FOR EXPRESSION OF INTEREST

LEASED SPACE OPERATORS – ARMOURY, VICTORIA HALL, AND TOWN SQUARE CAFÉ/BAR

*****ONLINE AND EMAIL RESPONSES WILL BE ACCEPTED*****

Request for Expression of Interest No.: **2025-01-CMS-F**

Issued: **February 21, 2025**

Closing Time and Date: **March 14, 2025** at 10:00:00 a.m., local time (ET)

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Attachments:

Appendix A-Aurora Armoury
Appendix B-Aurora Victoria Hall
Appendix C-Aurora Town Square, Café + Bar Service
Armoury Floor Plan
Victoria Hall Floor Plan
ATS - Café Floor Plan
ATS- Performance Bar Floor Plan

PART 1 - INTRODUCTION

1.1 Invitation to Respondents

This Request for Expression of Interest (REOI) is an invitation to Respondents to submit an expression of interest for leased space operation, in a written form, as further described in Part 2 – Background, Goals and Objectives.

The following definitions shall apply to all Contract documents:

- a) **“Addendum”** or **“Addenda”** means such further additions, deletions, modifications or other changes to the REOI;
- b) **“Bid”** or **“Response”** means a document submitted by a Respondent in Response to this REOI;
- c) **“Bidding System”** (bidsandtenders) means the Town’s online web-based solution for issuing solicitations and/or receiving online submissions and posting results;
- d) **“Council”** means the Council of The Corporation of the Town of Aurora;
- e) **“Day”** means a calendar day;
- f) **“Electronic Bidding”** means a method of issuing Solicitations and/or receiving written Responses on the Bidding System where the process of issuing and/or receiving Responses by email, or online is considered appropriate and valid;
- g) **“Procurement By-law”** means Town By-law Number 6404-22, as may be amended from time to time;
- h) **“Procurement Services”** means the division or section of a Town Department that is responsible for the procurement of goods, services and construction for the Town;
- i) **“Procurement Manager”** means the Procurement Manager, or his/her designate;
- j) **“Request for Expression of Interest” (REOI)** is a document issued by the Town during the early stages of the procurement planning process to provide potential suppliers with an avenue to register their interest in being involved in a particular project or performing a particular job; an REOI may also be used to seek industry input into scope of work requirements that will then become part of a formal solicitation, or to find contractors who could provide the goods or services;
- k) **“Respondent”** means the legal entity or entities submitting a Response to this REOI;
- l) **“Responsible Respondent”** means an entity whose reputation, past performance, and business and financial capabilities are such that the Respondent would be judged by the Town to be capable of satisfying the Town’s needs for this particular commodity. A

Respondent, as the context requires, that is fully capable to meet all the requirements of the scope. Such Respondent shall possess the full capability, including financial and technical, to perform as contractually required and shall be able to fully document the ability to provide good faith performance;

- m) **“shall” or “must”** as used in this REOI reflect a mandatory requirement;
- n) **“Town”** means The Corporation of the Town of Aurora or its authorized agent or representative as designated by The Corporation of the Town of Aurora;

1.2 Responses

The Response shall be in Adobe PDF format. The document should not exceed 25 pages per location.

The Town will accept submissions as follows;

- a) This REOI is available through the Electronic Bidding System used by the Town <https://aurora.bidsandtenders.ca>. Electronic Responses through the Town’s Bidding System will be accepted; or
- b) Responses emailed to procurement@aurora.ca will be accepted. Please contact this email address directly for inquiries.

All Responses are to be in English only.

1.3 No Guarantee

For greater certainty, the Town is under no obligation to; initiate any further Response process related to the deliverables outlined in this document or award a contract in Response to the written Responses to this REOI.

1.4 Process Type and Interpretation

Respondents are advised that by submitting a Response to this REOI that they acknowledge and accept the following;

- Notwithstanding anything else, this REOI is a non-binding process and is not intended to create a formal or legally binding bidding process and shall not give rise to the legal rights and duties applied to a formal Contract A binding bidding process.
- Should this REOI become a mutually beneficial contract, it will be governed by common law applicable to direct negotiation.
- Notwithstanding anything else, this REOI is a non-binding process and the Town has the option, at its complete discretion, to negotiate with any Respondents or with only one Respondent, in a format determined by the Town, to explore the potential of entering into

an agreement and to enter into a legally binding agreement(s) with any Respondents determined by the Town at its discretion, or to not negotiate with any Respondents and to explore and enter into agreements with other parties with respect to matters subject to this REOI.

- The Respondent may withdraw their Response at any time during the REOI process. Responses are the property of the Town until withdrawn.
- The Town may cancel this REOI at any time.
- Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of Respondents, including any decision to reject a Response or disqualify a Respondent, or a decision of the Respondent to withdraw its Response.
- The Town, its elected officials, employees and agents will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondents at any time related to this REOI.
- The Town reserves the right to seek clarification and supplementary information from Respondents after the Response submission deadline. The Town reserves the right to interview any or all Respondents to obtain information about or clarification of their Responses.

1.5 Procurement By-law Number 6404-22

All irregularities and non-compliance issues in any Response will be handled by the Town as described in the Town's Procurement By-law. However, the Town's Procurement By-law does not apply to contracts, agreements or costs related to the sale, purchase, lease, or licence of land or existing buildings. Consequently, evaluation of any submissions, Respondents, the negotiation of any agreements with Respondents or award of any agreements will not be subject to the Town's Procurement By-law.

[End of Part 1]

PART 2 – BACKGROUND, GOALS AND OBJECTIVES

2.1 Background, Goals and Objectives

This REOI is an invitation to qualified Respondents to submit their interest in leasing the following municipally owned spaces within the Town of Aurora.

Appendix A- Aurora Armoury, 89 Mosley Street

Appendix B- Aurora Victoria Hall, 25 Mosley Street

Appendix C- Aurora Town Square, Café & Bar Service, 50 Victoria Street

In addition to this REOI solicitation document, information for each location can be found in Appendix A-C (listed above) and relevant floor plans.

2.2 Examination of the Sites

Optional site visit(s) will be held between February 28, 2025 to March 6, 2025.

Each site visit will be **approximately 90 minutes**.

Aurora Armoury- Friday, February 28, 2025 9 a.m. (89 Mosley Street)

Aurora Victoria Hall- Tuesday, March 4, 2025 2 p.m. (25 Mosley Street)

ATS, Café & Bar Service- Thursday, March 6, 2025 1 p.m. (50 Victoria Street)

Respondents will be required to sign in prior to commencement of the site meeting. Please do not arrive late as this is disruptive to the proceeding.

Respondents are required to satisfy themselves of the conditions on site. The Response to the REOI shall be deemed proof that the Respondent is satisfied that they have a full understanding of the site and its relationship to the deliverables.

2.3 Experience

Respondents must demonstrate that their company has performed work similar to the deliverables described in this REOI.

The Town reserves the right, in its sole discretion, to reject a Respondent that cannot demonstrate they have performed similar services as described within this REOI or whose staff does not appear to have sufficient experience or qualification required or, at the discretion of the Town, sufficient to successfully complete the services described within this REOI.

2.4 References

The Town reserves the right, in its sole discretion, to reject a Respondent that has performed services in an unsatisfactory manner or has provided a reference that results in a negative reference check, or any other projects that come to the attention of the Town, including any previous projects performed for the Town.

[End of Part 2]

PART 3 – INFORMATION FOR RESPONDENTS

3.1 Schedule

The following is the schedule for this REOI:

- Issue Date of REOI **February 21, 2025**
- Site Visits (Optional) **February 28, 2025 to March 6, 2025**
- Deadline for Questions **4:00 p.m. on March 10, 2025**
- Deadline for Issuing Addenda **10:00 a.m. on March 12, 2025**
- Closing Time & Date **10:00:00 a.m. (local time) on March 14, 2025**

Although the Town plans to proceed according to this schedule, the Town reserves the right to modify or alter any or all dates at its sole discretion. The intention is to review Responses immediately following the closing date and present recommendations to Aurora Council in a timely manner.

3.2 Obtaining this REOI Solicitation Document

- 1) This REOI solicitation document and associated documents are available through the electronic bidding system used by the Town <https://aurora.bidsandtenders.ca>
- 2) This REOI solicitation document and associated documents can also be requested through procurement@aurora.ca
- 3) This REOI solicitation document and associated documents can be obtained on the Town's website [Procurement Services - Town of Aurora](#)

Responses are to be submitted electronically through bidsandtenders or in Adobe PDF format to procurement@aurora.ca

3.3 Responses in English

All Responses are to be in English only.

3.4 Town's Information in REOI only an Estimate

The Town and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in the REOI or issued by way of Addenda. Any quantities shown or data contained in this REOI or provided by way of Addenda are estimates only and are for the sole purpose of providing general information to Respondents.

It is the Respondent's responsibility to avail itself of all the necessary information to prepare a Response to this REOI.

3.5 Respondents Shall Bear Their Own Costs

The Respondent shall bear all costs associated with or incurred in the preparation and submission of its Response including, if applicable, costs incurred for interviews or demonstrations.

3.6 Communication after Issuance of REOI

3.6.1 Respondents to Review REOI

Respondents shall promptly examine all of the documents comprising this REOI and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing on or before the deadline for questions to the Town via the on-line Bidding System or email at procurement@aurora.ca. No communications are to be directed to anyone other than the Town's Procurement Services Division. The Town is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Respondent to seek clarification from the Town Procurement Services Division via the online Bidding System or through email to procurement@aurora.ca on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of the Respondent concerning the REOI or its process.

3.6.2 All New Information to Respondents by way of Addenda

This REOI may only be amended by an Addendum, in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to this REOI, such information will be communicated by Addenda. Each Addendum shall form an integral part of this REOI.

Such Addenda may contain important information including significant changes to this REOI.

Addendum/Addenda will typically be issued, Forty-eight (48) Hours prior to Closing Date.

In the event an Addendum is issued within Forty-eight (48) Hours prior to Closing Date, it may include an extension of the Closing Date.

Respondents shall declare receipt of all Addenda if applicable, when submitting their Response.

Respondents Submitting through bidsandtenders

It is the responsibility of the Respondent to have received all Addendum/Addenda that have been issued. Respondents should check online at <https://aurora.bidsandtenders.ca> prior to submitting their Response and up until Closing Date in the event additional Addendums are issued.

The Town encourages Respondents **not** to submit their Response **prior to** forty-eight (48) hours before the Closing Date, in the event that an Addendum is issued. If a Respondent submits prior to this or at any time prior to the Closing Date and an Addendum/Addenda is issued by the Town, the Bidding System shall **WITHDRAW** their submission and change their submission to an **INCOMPLETE STATUS (NOT accepted by the Town)** and the Withdrawn submission can be viewed by the Respondent in the "**MY BIDS**" section of the Bidding System. The Respondent is solely responsible to:

- i) Make any required adjustments to their submission; and
- ii) Acknowledge the Addendum/Addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 10:00:00 a.m. (10:00:00 hours) local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive Addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge Addendum/Addenda, on your behalf.

Respondents Submitting through email to procurement@aurora.ca

It is the responsibility of the Respondent to have received all Addendum/Addenda that have been issued. Respondents should declare their receipt of all addenda in their Response.

The Town will endeavour to forward addenda to those Respondents that are not utilizing the bidding system. However, Respondents are responsible for obtaining all Addenda issued by the Town.

Respondents that are not subscribed to bidsandtenders should ensure that they have received all addenda.

3.6.3 Post-Deadline Addenda and Extension of Submission Deadline

If any Addendum is issued after the deadline for issuing Addenda, the Town may at its discretion extend the Closing Date for a reasonable amount of time.

3.7 Response Submission

3.7.1 Responses Submitted Only in Prescribed Manner

Responses Submitted through bidsandtenders

ELECTRONIC SUBMISSIONS ONLY shall be received by the Bidding System, no later than the Closing Date listed within the REOI.

All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this opportunity, which will enable the Respondent to download the REOI Documents, to receive Addenda/Addendum email notifications, download Addendums and to submit electronically through the Bidding System.

Respondents are cautioned that the timing of their submission is based on when the Response is **RECEIVED** by the Bidding System, **not** when a Response is submitted, as a transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc.

For the above reasons, the Town recommends that Respondents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date shall be determined by the Town's Bidding System web clock.

The Bidding System will send a confirmation email to the Respondent advising that their Response was submitted successfully. If you do not receive a confirmation email, contact technical support at bidsandtenders via email: support@bidsandtenders.ca

Late Responses shall not be accepted by the Town's Bidding System.

To ensure receipt of the latest information and updates via email regarding this REOI or if a Respondent has obtained this REOI from a third party, the onus is on the Respondent to create a Bidding System Vendor account and register as a Plan Taker for the opportunity at **aurora.bidsandtenders.ca**

Responses Submitted through email to procurement@aurora.ca

EMAILED SUBMISSIONS ONLY shall be received via email, no later than the Closing Date listed within the REOI.

Respondents are cautioned that the timing of their submission is based on when the EMAIL is **RECEIVED** by the procurement email, and it may be rejected by the Town if received later than the closing time and date.

For the above reasons, the Town recommends that Respondents allow sufficient time to send their Response. Receipt of Response shall be determined by the time stated on the email transmission.

Late Responses shall not be accepted by the Town's procurement division.

To ensure receipt of the latest information and updates via email regarding this REOI or if a Respondent has obtained this REOI from a third party, the onus is on the Respondent contact the Town's procurement division at procurement@aurora.ca

3.7.2 Responses Must Be Submitted by Closing Date

Responses must be submitted on or before the REOI Closing Date. Responses submitted after this point in time will be deemed late, disqualified and rejected.

3.7.3 Amending or Withdrawing Responses Prior to REOI Closing Date

At any time prior to the REOI Closing Date, a Respondent may amend or withdraw a submission. The right of Respondents to amend or withdraw includes amendments or withdrawals wholly initiated by Respondents and amendments or withdrawals in Response to subsequent information provided by Addenda.

The Respondent is solely responsible to:

- i) make any required adjustments to their submission; and
- ii) acknowledge the Addendum/Addenda; and
- iii) Ensure the re-submitted Response is **RECEIVED** by the Bidding System no later than 10:00:00 a.m. local time, on the Closing Date.

3.7.4 Town May Seek Clarification

The Town reserves the right to seek clarification and supplementary information relating to the clarification from Respondents after the Submission Deadline. The Response received by the Town from a Respondent shall, if accepted by the Town, form an integral part of that Respondent's submission. The Town reserves the right to interview any or all Respondents to obtain information about or clarification of their Response. In the event that the Town receives information at any stage of the process which results in earlier information provided by the Respondent being deemed by the Town to be inaccurate, incomplete or misleading, the Town reserves the right to revisit the Respondent's eligibility to proceed.

3.7.5 Clarification of the Respondent

It is the responsibility of the Respondent to seek clarification of any matter that they consider unclear before submitting a Response. The Town is not responsible for any misunderstanding of this REOI, on the part of the Respondent. Inquiries regarding this REOI should be forwarded via the online Bidding System or procurement@aurora.ca

Verbal clarifications will not be interpreted to change the terms of this REOI. No employee or agent of the Town is authorized to amend or waive the requirements of the REOI in any way unless the amendment or waiver is in the form of an Addendum. Under no circumstances shall the Respondent rely upon any information or instructions from the Town, its employees, or its agents unless the information or instructions are provided in writing in the form of Addenda issued by the Procurement Services Division. Neither the Town, its employees, nor its agents shall be responsible for any information or instructions given to the Respondent, with the exception of information or instructions provided in writing by Procurement Services Division designate as outlined above. Any information or changes to the requirements of this REOI will be sent to each Respondent in the form of an Addendum issued by Procurement Services via the online bidding system, or by request to procurement@aurora.ca

3.7.6 REOI Incorporated into Response

All of the provisions of this REOI are deemed to be accepted by each Respondent and incorporated into each Respondent's submission.

3.8 Selection of Respondent

Notwithstanding anything else, this REOI is a non-binding process, and the Town has the right to proceed in any matter it deems appropriate, at the Town's discretion, however, without limiting anything else, the Town reserves the rights and privileges outlined below.

The Town makes no guarantee to enter into a contract with any or all Respondents.

Consideration for entering into a lease agreement may be undertaken in relation to Respondents who are determined by the Town, in its sole discretion, to be experienced and capable and have satisfied all REOI requirements.

All awards are subject to the approval of Council.

The Town hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever and any applicable Administrative Policies and/or Procedures to:

- (a) Accept a Response from any one (1) Respondent or from multiple different Respondents;
- (b) Cancel this REOI at any time whatsoever, either before or after the Closing Date and Time;

- (c) Accept the Response deemed most favourable to the interests of the Town or that may provide the greatest value advantage and benefit to the Town based upon and not limited to:
 - (i) Revenue;
 - (ii) Ability and experience;
 - (iii) Quality of Work, fit for purpose;
 - (iv) Service and service location;
 - (v) Experience;
 - (vi) Past performance;
 - (vii) Qualifications.
- (d) Reject any Respondent who is involved in litigation with the Town, or with whom there is notice of pending litigation between it and the Town, or has any unresolved claims involving the Town that resulted from previous contracts with the Respondent for the Town;
- (e) Reject any Respondent where the Town is of the view that an agreement with such Respondent would undermine the business reputation of the Town or undermine the public's confidence in the integrity of the Town's procurement process as a result of the Town having knowledge or information of criminal or quasi-criminal activity (including, without limitation, knowledge or information in relation to existing criminal or quasi-criminal charges or convictions).

3.8.1 Notification to Other Respondents of Outcome of Procurement Process

If applicable, Respondents will be notified of the outcome of this REOI process, including the name of the successful Respondent(s).

All awards are subject to the approval of Council.

3.9 Black-out Period and Confidential Information

3.9.1 Black-out Period

Any communication between Respondents and Council members, or Town staff, relating to this REOI, other than to Town staff in the Procurement Services Division, is prohibited during the period of time from the release of the REOI up to and including the closing date. Any such communication in violation of this subsection will entitle the Procurement Manager to disqualify the offending Respondent from consideration for eligibility. An exception would occur during the designated site visits.

3.9.2 Lobbying Prohibited

From the time this REOI is released until after the closing date and time, no solicitations or lobbying may be made to any Town staff member, Council member, or to the news or social media by any director, officer, principal, employee, agent, family relation, or other representative of a Respondent (including any other parties that may be involved in a business relationship with the Respondent) with respect to the merits or value of the Respondent's submission. Any such communication in violation of this section will entitle the Procurement Manager to disqualify the offending Respondent from eligibility.

3.9.3 Respondent Not to Communicate with Media

A Respondent may not at any time directly or indirectly communicate with the media (including social media) in relation to this REOI or any subsequent agreement to this REOI without first obtaining the written permission of the Town Contact.

3.9.4 Confidential Information of Town

All information provided by or obtained from the Town in any form in connection with this REOI either before or after the issuance of this REOI: (a) is the sole property of the Town and must be treated as confidential; (b) is not to be used for any purpose other than replying to this REOI and the performance of any subsequent agreement; (c) must not be disclosed without prior written authorization from the Town; and d) shall be returned by the Respondents to the Town immediately upon the request of the Town.

3.10 Reserved Rights of Town

Without limiting anything else, the Town reserves the right to:

- (a) make public the names of any or all Respondents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent;
- (c) assess a Response on the basis of:
 - (i) a financial analysis determining the actual cost of the Response when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) information received in Response to enquiries made by the Town of third parties apart from those disclosed in the Response;

- (iv) the Respondent's past performance on previous contracts awarded by the Town;
 - (v) the information provided by a Respondent pursuant to the Town exercising its clarification rights under this REOI process; or
 - (vi) other relevant information that arises during this REOI process.
- (d) waive formalities and accept Responses which substantially comply with the requirements of this REOI;
 - (e) verify with any Respondent or with a third party any information set out in a Response;
 - (f) check references other than those provided by any Respondent;
 - (g) disqualify any Respondent whose Response contains misrepresentations or any other inaccurate or misleading information;
 - (h) disqualify any Respondent or the Response of any Respondent who has engaged in conduct prohibited by this REOI;
 - (i) disqualify any Respondent or the Response of any Respondent whose health and safety record or past performance is not satisfactory to the Town;
 - (j) make changes, including substantial changes, to this REOI provided that those changes are issued by way of Addenda in the manner set out in this REOI;
 - (k) select any Respondent other than the Respondent whose Response reflects the lowest price to the Town or the highest score;
 - (l) cancel this REOI process at any stage;
 - (m) cancel this REOI process at any stage and issue a new REOI for the same or similar deliverables;
 - (n) accept any Response in whole or in part; or
 - (o) reject any or all Responses.

The above reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Respondent or any third party resulting from the Town exercising any of its express or implied rights under this REOI.

By submitting its Response, the Respondent authorizes the collection by the Town of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

3.11 Waiver of Claim

By submitting a Response, the Respondent acknowledges the Town's rights under this section and absolutely waives any right or cause of action against the Town, and its consultants, by reason of the Town's failure to consider a Response, to reject a Response, or failure to negotiate with or award a contract to the Respondent, whether such right or cause of action arises in contract, negligence, or otherwise.

3.12 Limitation of Claim

Without limiting the generality of the foregoing, the Respondent, by submitting a Response, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Respondent in preparing its Response in relation to all matters relating to, or resulting from, this REOI or in respect of the evaluation or negotiation process for any deliverables subject matter to this REOI, and the Respondent, by submitting a Response, waives any claim for loss of profits if a contract is not awarded to the Respondent for any reason whatsoever.

3.13 Municipal Freedom of Information

The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, applies to information provided to the Town by a Respondent. A Respondent should identify any information in its Response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. Respondents are advised that their Responses will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their Responses.

By submitting any personal information requested in this REOI, Respondents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. If a Respondent has any questions about the collection and use of personal information pursuant to this REOI, questions are to be submitted to the Town Clerk (Telephone 905-727-1375).

3.14 Conflict of Interest

Each Respondent must declare in their Response any situation that may be a conflict of interest or that may appear as a potential conflict of interest in submitting a Response or undertaking the service. If a conflict of interest does exist, the Town may, at its discretion, refuse to consider all or portions of the Response.

[End of Part 3]