



Municipality of
Leamington
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The Corporation of the Municipality of Leamington

Vendor Information Package
Waterfront Market Plaza (WMP)
Food and Beverage Vendor 2026

Application to Operate Waterfront Market (WMP)

Food and Beverage Vendor 2026

Description: WMP Food and Beverage Operator Application to conduct

Closing Time: Round 1 – Friday, June 5, 2026, at 11:30 AM

1. Objective

The Municipality is seeking Applications from qualified Food and Beverage Providers operating from mobile service units to provide food and/or beverage services during the Waterfront Market Plaza (WMP) 2026 seasonal operating dates from July 2026 (TBD) to October 12, 2026, at 400 Erie Street South, Leamington, ON.

2. Definitions

The terms used in this Application are defined below. Where a term is not defined, the term shall have its ordinary meaning in the context which it is employed in this Application:

- a) “**Contract**” means the Contract to provide the Services, including all the terms and conditions provided therein;
- b) “**Municipality**” means The Corporation of the Municipality of Leamington;

3. Contact Person / Prohibited Contacts

A Vendor shall not contact or make any attempt to contact any member of Council, or any director, officer or employee of the Municipality other than the following designated contact person:

Sue Rice
Special Events Project Manager
Email: srice@leamington.ca

With respect to the Vendor’s Application, documents or process until the Contract has been awarded.

All questions shall be directed at the designated contact listed above.

4. Services Proposed to be Provided

The Vendor shall submit the online Application to provide all the Services described in Schedule “A” to this Application. The Services shall be provided by the Vendor, or the Vendor’s employees. The Vendor shall complete the information required in Schedule “B” upon submission of business documentation.

5. Schedule

The following chart indicates the anticipated Application Schedule for Round 1:

Task	Date
Release of Application	Tuesday, May 26, 2026
Application submission deadline	Friday, June 5, 2026, at 11:30 AM
Selection of preferred Proponents and Award of contract (approximate)	Thursday, June 11, 2026
Project Commencement	TBD July 2026 (TBD based on construction. There is no contingency for delays. Operations will start upon completion of the WMP)

6. Application Requirements

In addition to any other provision of the Application, the Vendor shall submit as part of the Application the following upon request:

Online Application

- Describe your food or beverage concept and menu offerings;
- Menu (option to attach PDF);
- Photo of vendor unit;
- Description of operational experience such as years in business, festival participation, other locations of operation;

Upon acceptance of Application

- A copy of a valid Food Handler Certification Card for at least one (1) employee supervising the preparation, processing, packaging, service or storage of food;
- A copy of the ownership of the Food Vehicle including the Vehicle Identification Number and the Ontario License Plate Number as issued by the Ministry of Transportation;
- Certificate of Automobile Insurance (in addition to the gen. liability);
- Proof that the Food Vehicle complies with the Technical Standards and Safety Act, 2000 (TSSA), (e.g. a copy of their annual inspection certificate issued by TSSA);
- Two (2) pieces of Government issued ID of the applicant;
- Articles of Incorporation (if a corporation), include the names of all current signing officers of the corporation; AGCO License, if applicable. At the time of issuing this call for Applications, the WMP is not licensed for alcohol service;

- Applications may be excluded should the proposed solution not meet the expected criteria.

7. Completeness of Application

By submitting an Application, the Vendor warrants that they possess and have all rights of use in respect to the resources that by the nature of the Applications are necessary to provide the Services.

8. Conflict of Interest

The Vendor shall declare any interest and/or relationship that would result in the disqualification of a member of the Council of the Municipality in accordance with the Municipal Conflict of Interest Act or policy of the Municipality. The Vendor shall declare any interest and/or relationship with an employee of the Municipality that may reasonably be considered to create the appearance of a conflict of interest.

9. Evaluation

Applications will be considered based upon all information submitted with the Application. However, the Municipality shall specifically consider the following information in evaluating the Application:

a)	Quality and uniqueness of food / beverage concept	20%
b)	Operational readiness and experience	20%
c)	Visual presentation of vendor unit	15%
d)	Alignment with waterfront visitor experience	20%
e)	Proposed operating schedule contribution to plaza activation	25%
		100%

The Municipality shall exercise its absolute discretion in the evaluation of the Application and is not required to provide any reasons to the Vendor in relation to the evaluation of the Application, including the rejection of the Application.

10. Notice of Acceptance

Written notice to a Vendor that it has been identified as the successful Vendor and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Vendor will acquire any legal or equitable rights or privileges relative to the Services until the occurrence of both such events.

11. Execution of the Contract

By submitting an Application, the Vendor agrees that should its Application be successful the Vendor will enter into a Contract with the Municipality on substantially the same terms and conditions set out in the Application, and such other terms and conditions to be finalized to the satisfaction of the Municipality, if applicable. In the event that the Contract cannot be executed within twenty (20) days of acceptance, the Municipality may, at its sole discretion at any time thereafter, terminate discussions with that Vendor, and

undertake such acts as it deems appropriate in respect to the Application, including negotiations with any other Vendor or termination of the Applications process.

12. Vendor's Expenses

Vendors are solely responsible for their own expenses, including the costs of preparing an Application.

13. Limitation of Damages

By submitting an Application, the Vendor agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the Application process, in excess of an amount equivalent to the reasonable costs incurred by the Vendor in preparing its Application and the Vendor, by submitting an Application, waives any claim for loss of profits or consequential damages if no Contract is made with the Vendor.

14. Privilege Clause

The Municipality reserves the right in its sole discretion to accept the Applications which it deems to be in its best interest. The Municipality reserves the following rights, which it may exercise in its sole discretion:

- a) To reject all Application and to re-issue an Application Process, if necessary;
- b) To modify the terms of the Applications prior to the Closing Time;
- c) to cancel the Applications process at any time prior to acceptance of an Application and to obtain the Services through an alternative process;
- d) to waive any non-material irregularity, defect or deficiency in any Application;
- e) to request clarification from a Vendor;
- f) to reject any Application based upon past performance, or any material error, omission or misrepresentation in the Application;
- g) to require any Vendor to provide consent to the release of any information relevant to the Application; and
- h) at any time, reject any or all Applications.

15. Warranties

In addition to any other warranties set out herein, the Vendor warrants the following:

- a) The Vendor has any approval, permit or licence required by any federal, provincial or municipal statute, regulation or by-law, and will comply with same in providing the Services;

- b) The Vendor is not disqualified from providing the Services by virtue of any order, regulation or prohibition;
- c) The Vendor, the Vendor's employees are qualified to provide the services, have and maintain all necessary accreditations and have not been disqualified from providing any of the Services by virtue of any act or omission of that person;
- d) The Vendor possesses the requisite authority to enter into the Contract;
- e) The Vendor consents to the release of any information that the Municipality may be required to release in relation to the Application pursuant to the Municipal Freedom of Information and Protection of Personal Privacy Act or any court, tribunal or authority of competent jurisdiction;
- f) The Vendor has ownership of any information and intellectual property necessary for the provision of the Services and is entitled to disclose same to the Municipality; and
- g) The Vendor shall maintain the confidentiality of any information provided to it by the Municipality.

16. Confirmation of Vendor's Intent to be Bound

By submitting the Application, the Vendor agrees to all the terms and conditions of the Applications process including the following:

- a) The Vendor has carefully read and examined the entire Application Process;
- b) the Vendor has conducted such other investigations as were prudent and reasonable in preparing the Application; and
- c) the Vendor agrees to be bound by the statements and representations made in the Application.
- d) Should the Vendor break the signed agreement, it could affect their eligibility for future applications.

17. Insurance

The successful Vendor shall, at its own expense, obtain and keep in force during the term of the Contract, Commercial General Liability Insurance satisfactory to the Municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for bodily injury, property damage and personal injury, including death, and shall include:

- a) a limit of not less than five million dollars (\$5,000,000.00) per occurrence;
- b) "The Corporation of the Municipality of Leamington" added as an additional insured;

- c) a provision for cross liability and severability of interest;
- d) automotive liability insurance in an amount not less than two million dollars (\$2,000,000.00) per occurrence for vehicles owned by the successful Vendor and used in connection with performing the Services;
- e) endorsement to provide "The Corporation of the Municipality of Leamington" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.

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

The successful Vendor shall, at its expense, obtain and keep in force during the term of the Contract, Professional Liability Insurance satisfactory to the Municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario in an amount of at least \$1,000,000.

The successful Vendor shall provide a Certificate of Insurance satisfactory to the Municipality evidencing the required coverage in force prior to execution of the Contract for the Services.

The successful Vendor shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued annually on or before the anniversary date of each year.

18. Governing Law

The successful Vendor will be expected to comply with all existing federal, provincial, and municipal regulations, guidelines and standards, and other authorities having jurisdiction.

The laws of the Province of Ontario will govern any subsequent contract resulting from this Application Process



Appendix "A"
Drawing
WMP Food and Beverage Vendor Program

WMP Food and Beverage Vendor Area





Schedule “A”

Scope Of WMP Food and Beverage Vendor Program 2026

The Municipality is seeking Applications from qualified Food and Beverage Providers operating from mobile service units to provide food and/or beverage services during the WMP 2026 seasonal operating dates from July TBD, 2026 (TBD) to October 12, 2026, at the WMP (400 Erie Street South, Leamington, ON).

The WMP includes serviced vendor pads with utility connections including electrical, water and natural gas service. Vendors must utilize electrical connections; generators are not permitted for use in WMP.

Eligible vendor formats include:

- Food trucks
- Food trailers
- Mobile beverage units
- Food carts

If you are interested in a shipping container or modular unit model of operation at the WMP, please reach out to our Special Events Project Manager. specialevents@leamington.ca

Operating Season

The 2026 operating season for the WMP Vendor Program is: July TBD to Monday, October 12, 2026

The WMP is intended to provide consistent food and beverage activation throughout the operating season.

Vendor Operating Schedule

- Vendors are required to propose a predetermined weekly operating schedule as part of their Application submission.
- Proposed schedules should fall within the anticipated operating window of: 9:00 AM – 9:00 PM and may include operations up to seven (7) days per week, depending on the vendor’s proposed schedule and operational capacity.
- Schedules will be formalized through the Vendor Operating Agreement and are expected to remain consistent throughout the operating season.

- The Municipality may approve varying schedules across vendors in order to create balanced activation across the plaza.

Priority may be given to Vendors who propose operating schedules that include a combination of:

- High-traffic periods (weekends and peak hours)
- Lower traffic days and times (weekday or shoulder hours)

Municipal Events

Vendors may be requested to operate during:

- Municipal events hosted within the WMP
- Events taking place in the surrounding waterfront area

In these instances, extended operating hours may be required or encouraged.

Calendar of Municipal Events

Fridays 7:00 PM to 9:00 PM – Music at the WMP

July 3, 17*, and 24, 2026

*Friday, July 17, 2026 – open to 10:00 PM

August 7, 21, and 28, 2026

September 4, 2026

Wednesdays 7:00 PM to 9:00 PM – Music at the WMP

July 8, 15, 22, and 29, 2026

August 5, 12*, 19 and 26, 2026

*Wednesday, August 12, 2026 – open to 10:00 PM

Vendor Responsibilities

Selected Vendors are responsible for operating their business in a safe, professional and compliant manner and must provide:

- Fully equipped and operational food service unit
- Trained staff
- Point-of-sale capability
- Waste and grease management
- Cleanliness of their vendor unit and surrounding area

Marketing and Communications

Vendors agree that participation in the WMP must be represented in accordance with Municipal marketing and branding guidelines. Use of municipal logos or branding must be approved by the Municipality.

Emergency Readiness Requirements

All selected Vendors must participate in a Municipal Emergency Readiness Training Session prior to the opening of the season. Training will include procedures for severe weather, medical emergencies, fire or gas incidents and waterfront safety.

The Municipality of Leamington's Emergency Readiness Reminders must be posted inside the unit for staff reference.

Weather Closure Authority

The Municipality of Leamington reserves the right to temporarily close the WMP or require Vendors to suspend operations due to severe weather, unsafe conditions, infrastructure issues or other circumstances where public safety may be at risk.

WMP is open to the public and scheduled Vendors are expected to be present as per the schedule rain or shine.

Non-Tenancy Clause

Participation in the WMP Vendor Program does not create a lease or tenancy. Vendors are granted temporary permission to operate on municipal land for the times and dates within the agreed upon schedule for the approved operating season only.