



THE CORPORATION OF THE TOWNSHIP OF ESSA

REQUEST FOR PROPOSAL

RFP – PR-23-05

CONCESSION STANDS OPERATOR

The Township is interested in receiving proposals for a Concession Stand Operator for the locations of Angus Recreation Centre and/or Thornton Arena or both. The Township is seeking and will select an operator that best demonstrates the ability to provide affordable, safe, and reliable services to the residents of Essa and in particular, visitors and users of Angus Recreation Centre and Thornton Arena.

Confidential Proposals with the words clearly marked **CONCESSION STAND(S) OPERATOR—ANGUS RECREATION CENTRE, THORNTON ARENA OR INDICATE BOTH FACILITIES** marked on the sealed envelope will be received at the Essa Administration Centre 5786 Simcoe County Road 21, ON L0M 1B0 until such time a successful vendor may be found,

Three (3) Prime Season Terms—Angus Recreation Centre and Thornton Arena

- Term 1: September 1, 2023-April 15, 2024
- Term 2: September 1, 2024 – April 15 2025
- Term 3: September 1, 2025—April 15, 2025

Further information may be obtained from the municipal office between 8:30am-4:30pm, Monday to Friday.

This is a Request for Proposal only and not a tendering process.

Proposals received after the closing time will not be accepted.

The Township of Essa reserves the right to waive information in any proposal, reject any or all proposals or accept the proposal deemed most favorable in its interest.

THE CORPORATION OF THE TOWNSHIP OF ESSA CONTENTS
REQUEST FOR PROPOSAL RFP – PR-23-05

PART 1—GENERAL INFORMATION

1. Submission of Proposal:

Confidential Proposals with the words **CONCESSION STAND(S) OPERATOR—ANGUS RECREATION CENTRE, THORNTON ARENA OR INDICATE BOTH FACILITIES** marked on the sealed envelope will be received at Essa Administration Centre 5786 Simcoe County Road 21, ON L0M 1B0 until such a time a successful vendor may be found.

2. Closing Date:

Open ongoing. Proposals will be opened upon receipt and reviewed. A recommendation will be forwarded to the Council at a future Council meeting.

3. Term of Contract:

The contract outlined in this proposal is for three (3) season terms with up to one (1) additional 3 season term extension option.

Three (3) Prime Season Terms—Angus Recreation Centre and Thornton Arena

Term 1:	September 1, 2023-April 15, 2024
Term 2:	September 1, 2024 -April 15 2025
Term 3:	September 1, 2025-April 15, 2025

The operator may make an application to the Corporation of the Township of Essa within the last 30 days of the contract for an extension option. The Township of Essa reserves the right to accept or reject this application.

4. Proposal Submission Process:

Complete, sign, and submit all RFP forms provided by the Township in the RFP Section 4 Proposal Questionnaire. For the Township to evaluate a Proposal, the Proposer must completely answer each question. Incomplete proposals, Proposals not on the forms supplied by the Township, electronically submitted Proposals and non-responsive proposals cannot be evaluated and will be disqualified. Please answer each question and explain your proposed service.

Questions shall be submitted in writing to Baileigh White at bwhite@essatownship.on.ca

An official who is legally authorized to bind the organization must sign the proposal.

A current Township of Essa Business License is required for anyone doing business on Township Property. Please provide a copy of the current Township of Essa business license in your proposal or be prepared to obtain one before a contract is awarded.

Provide all references and materials required.

All proposals become property of the Township; do not submit any material that cannot be replaced.

5. Proposal Evaluation

Township staff will review the Proposals submitted. The panel will score the proposals and determine the highest qualified Proposal. Interviews of the Proposers may be required to make a final recommendation.

Generally, if all Proposers offer sufficient references and experience the Proposer offering the highest concession fee and most appropriate services for the location will be awarded the contract. The Township reserves the right to refuse all proposals.

6. Prior to Awarding:

Supply to the Township acceptable proof of WSIB and insurance as per clause 17.

7. Equipment

The operator may have use of all Town-owned equipment located within the canteen. The operator shall maintain all equipment, including cleaning and preventative maintenance ensuring good working order—regular cleaning of fryers and exhaust hoods. The operator shall be responsible for legislated inspections related to the operation. The Township, at its discretion, will replace equipment at such time as it's deemed necessary.

8. Hours of Operation

The operator shall make every effort to open and accommodate the requests of the arena user groups on a daily basis. If there are not enough customers utilizing the canteen services, the operator shall make a decision of whether or not to be open on a particular day or event. Generally, the ice season operates from mid-September to end of May. The hours of operation will be required to be open for all Minor Hockey games as well as other special events.

9. Expenses

The operator shall pay all expenses related to the operation of the concession area including all taxes, products for resale, ingredients, and general cleaning supplies. All invoicing related to the operator's operational expense shall be billed directly to the operator except those expressly stated to be paid by the Township. The Township shall pay all utilities such as hydro, gas, and water.

10. General Maintenance

The operator shall maintain the concession areas in a manner satisfactory to the Township and Public Health Unit regulations. The operator must meet all Public Health and Safety regulations set out by Federal, Provincial, and local laws. The canteen operator must ensure the condiment counter is clean and maintained and the area clean from spills. The operator will ensure employees have received proper food handling, serving, and sanitizing/dishwashing training. The operator will dispose of all daily garbage in the facility dumpster and all recyclables separated and placed in their appropriate location.

PART 2—GENERAL TERMS & CONDITIONS

1. This is a Request for Proposal ONLY

The Township is free to negotiate with any of the proponents and because of the negotiation process, the Township is not required to treat all proponents equally. By submitting a proposal to the Township each Proponent represents and warrants to the Township that the information in its proposal is accurate.

2. Qualifications and Competency:

The Township reserves the right to reject Proposals from Proposers who are unable to provide evidence that they can provide the necessary labor, equipment, and financial arrangements for satisfactory performance. Evidence of such competency must be provided on the RFP.

3. Liability:

The Proposer shall ensure that the Township, its officers, agents, and employees are saved harmless from any liability whatsoever arising out of the Proposer's performance or non-performance of the term of this Proposal.

4. Local Condition:

The Proposer shall by personal inspection examination or by any other means satisfy himself with respect to the local conditions to be encountered and practicability of the service.

5. Right to Cancel RFP and to Accept Proposals:

The Township is entitled to cancel this RFP at any time by addendum without liability for any loss, damage, or cost incurred by any Proponent because of the cancellation.

In considering any delivered response to this RFP, the Township reserves the absolute and unfettered discretion to:

- Accept or reject any proposal that fails to comply with the requirements set out in the RFP
- Assess proposals as it sees fit, without in any way being obliged to select any proposal
- Assess and select proposals as it sees fit without being obliged in any way to select the proposal that offers the highest offer
- Determine whether any proposal satisfactorily meets the section criteria
- The right to require clarification after the dates and times set out above from any one or more of the Proponents in respect of proposals submitted
- The right to communicate with, meet with or negotiate with any one or more of the Proponents respecting their proposal or any aspects of the project
- Reject any or all proposals with or without cause for any reason

6. Ownership of Proposal

All responses to this RFP become property of the Township of Essa and may be included as part of any future contractual arrangement.

7. Proposers Expenses

Each prospective proponent is solely responsible for the risk and cost of preparing and submitting their proposal.

8. Confidentiality

The Township is subject to the Freedom of Information and Protection of Privacy Act. The Act creates a right of access to records in the custody or under the control of the Township, subject to the specific exception in that right set out in the Act. The Township will receive all proposals submitted in confidence. With respect to the Act, the Township cannot guarantee that information contained in any proposal will remain confidential if a request for access is made under the act.

9. Waiver and Allocation of Risk

The Township accepts no responsibility or liability for the accuracy or completeness of this RFP including schedules or appendices to it.

10. Special Provision:

Proponents who, either directly or indirectly through another corporation or entity have been or are in litigation, or who have served notice with intent to proceed with court action against the Town for any such reason are ineligible proponents.

11. Public Contact:

The Proposer and/or his employees shall not enter any dispute with and shall maintain a courteous relationship with the community, all Essa Staff and public at all times.

12. Laws:

This RFP and any contract entered into between the Proposer and the Township of Essa will be governed by and in accordance with the by-laws of the Township of Essa. The Township of Essa reserves the right to cancel any such contract or agreement with or without cause by providing the contractor with 30 days' written notice. All fees paid to the township will be prorated and a refund given.

13. Permits, Notices, Laws & Rules

The Proposer shall have the ability to apply and pay for all necessary permits or leases required for the execution of the license. The Proposer shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of public health. The Proposer shall be responsible for the safety of all employees and equipment associated with the outcome of this RFP in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

14. Compliance with WSIB

The Proposer shall ensure complete compliance on his/her part with the Workplace Safety Insurance Board and any regulations thereunder, especially all provisions of the said act having to do with (but not limited to) the prevention of accidents, safe working conditions, proper sanitation, and food handling. A Certificate of Clearance from WSIB will be required before any contract is awarded.

15. Protection of Property & Public

The Proposer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Proposer shall protect the property immediately surrounding the location area from damage as a result of his operation and immediately report any damage observed during day-to-day operations.

16. Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the Proposer and incorporated in its proposal.

17. Insurance

The following insurance is to be purchased and maintained by the successful proponent:

Public Liability & Property Damage with a limit of not less than **Five Million Dollars (\$5,000,000.00) inclusive**, per occurrence for bodily injury, death, or damage to property, including loss of use of property in question. The contractor shall save and hold harmless the Township, its officers, agents, servants, and employees from and against any and all suits or claims alleging damage or injury to any person or property that may occur or that may be alleged to have occurred in the course of the performance of this contract, whether such claims are made by the contractor's employee or a third party. The contractor at its own expense shall defend any and all such actions and pay all legal charges, costs, and other expenses arising therefrom.

- The Township of Essa shall be named as an additional insured on the policy.
- The contractor shall at the time the Proposal is approved, submit to the Township one copy of the insurance policies required under this article and shall also provide to the Township from time to time, proof that such policies are still in full force.
- Equipment Insurance: it is understood and agreed that the Township, its officers, employees, or agents shall not be liable for any loss or damage to the Contractors equipment including loss of use thereof for any reason.
- Before starting the work, the contractor shall file with the Township certificates of all insurance policies. These certificates shall clearly state the correct name associated with the submitted RFP as well as the proper location of all activities.
- It is understood and agreed that the coverage provided by the contractor's policy will not be changed or amended in any way or cancelled during the operating season (or shoulder season). The contractor may change insurance companies by providing the Township with written confirmation of his intent. No lapse in coverage will be permitted.

PART 3—TERMS OF REFERENCE—SITE

1. Background

The Township is seeking proposals from Operators for the locations of Angus Recreation Centre and/or Thornton Arena or both.

The Township is seeking and will select an operator that best demonstrates the

ability to provide affordable, safe, and reliable services to the residents of Essa and in particular, visitors and users of the Angus Recreation Centre and Thornton Arena.

2. Site Location

The concession (snack bars) are located at 8529 County Road 10 (Angus Recreation Centre) and 246 Barrie Street (Thornton Arena).

Site Description

The site is well-maintained.

Angus – deep fryer, fridge, stove, freezer, sink, countertop.

Thornton – deep fryer, fridge, freezer, sink, countertop.

A vending machine company will supply products to the Angus Recreation Centre and Thornton Arena and the operator agrees not to contravene that agreement.

3. Restrictions

The area will be used for the producing and selling of basic food staples. The operator agrees to offer a menu that will be complementary to the customer's requests for breakfast, lunch, and dinner. The town reserves the right to approve and or limit products for sale. The operator must offer healthy choices and be willing to work with the Simcoe Muskoka Health Unit on items for sale.

- No portable cooking equipment is permitted outside the vehicle unless under special approval from the Township, Health Unit, and Fire Department.
- The Township will provide power and water and gas to the location.
- No coin-operated vending-style machines shall be installed by the operator.
- No tobacco products or alcoholic beverages may be sold or stored on site.
- Temporary signage will be allowed in the building during the hours of operation. All other signage must be approved by the Township under all by-laws.
- Staff vehicles (if applicable) shall give way to customers and park a reasonable distance away.
- The operator will be responsible for picking up any trash dropped within and around the concession area by your customers. The operator must keep the area neat and in a clean condition.

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- The operator agrees to surrender all rights to the operation of the concession during Township of Essa approved special events held within the arenas. The Township will make every reasonable attempt to utilize the operator if possible.
- The locations may not be reassigned without the approval of the Town.

Please submit the following forms to Baileigh White at 5786 Simcoe County Road 21, Utopia, Ontario L0M 1B0.

PART 4—R F P – CONCESSION OPERATOR – Questionnaire

SUBMISSION FORMS

1. Legal name of organization, firm, individual, or partnership submitting this proposal

2. Address of principal place of business

3. Primary Contract

Name:

Title:

Phone:

Cell Phone:

Email:

Address (if different from above)

4. Please indicate

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Charitable Organization
- Other-explain _____

5. Years in Business _____

6. References, Please provide one (1) for Business and one (1) for Financial

Name:

Title:

Phone:

Cell Phone:

Email:

Address (if different from above)

Name:

Title:

Phone:

Cell Phone:

Email:

Address (if different from above)

7. Do you have a current Township of Essa Business License? _____

If YES, please attach a photocopy of your business license to your RFP.

*NOTE: A TOWNSHIP OF ESSA BUSINESS LICENCE MUST BE OBTAINED PRIOR TO AWARDING.

8. Financial Proposal

Based on your expert experience in the seasonal concession business and having
1) thoroughly read the enclosed RFP documents; 2) asked the Township any questions you may have about the terms, conditions, and responsibilities described; 3) visited the proposed sites; 4) sought legal and financial advice as needed; 5) researched the applicable laws, ordinances, statutes, and regulations, you make the following firm and irrevocable offer to pay the Township of Essa to operate CONCESSIONS at the Angus Recreation Centre and/or Thornton Arena or both.

SEASON

Three (3) Prime Season Terms – Angus Recreation Centre Arena and Thornton Arena

Term 1: September 1, 2023 – April 15, 2024

I submit an amount of \$ _____ for year 1, term 1

Term 2: September 1, 2024 – April 15, 2025

I submit an amount of \$ _____ for year 2, term 2

Term 3: September 1, 2025 – April 15, 2026

I submit an amount of \$ _____ for year 3, term 3

If approved for an extension:

Term 4: September 1, 2026 – April 15 2027

I submit an amount of \$ _____ for year 4, term 4

NAME	SIGNATURE
BUSINESS NAME:	
ADDRESS:	
PHONE:	EMAIL:

PART 5—R F P – CONCESSION OPERATOR – Bidders Checklist

Attach and Submit in Order

Bidders Name _____

- Business License If applicable
- Proof of Insurance
- Evidence of Capability (Written example is sufficient)
 - Labor (Written example is sufficient)
 - Financial
 - Reference Letters Two (2) letters attached
- Reviewed Locations Date of site visit: _____
- Clear of Litigation
- WSIB—Certificate of Clearance

By submitting this RFP you understand and agree to all aspects of this complete document.

Name (Printed)

Signature