

THE CORPORATION OF THE TOWNSHIP OF ESSA

REQUEST FOR PROPOSAL

RFP – PR-26-01

CONCESSION STAND OPERATOR — ANGUS RECREATION CENTRE

The Township is interested in receiving proposals for a Concession Stand Operator for the Angus Recreation Centre. The Township 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 Community Centre. Thornton Arena is excluded from this RFP as it is currently under lease.

CONTENTS — REQUEST FOR PROPOSAL RFP – PR-26-01

PART 1 — GENERAL INFORMATION

Submission of Proposal: Confidential proposals with the words **CONCESSION STAND OPERATOR — ANGUS RECREATION CENTRE** marked on the sealed envelope will be received at the Essa Administration Centre, 5786 Simcoe County Road 21, Utopia, ON L0M 1B0 up to **2:00 pm local time on Wednesday, May 15, 2026.**

Closing Date: Proposals will be received up to **2:00 pm local time on Wednesday, May 15, 2026.** Proposals received after the closing time will be rejected. Proposals will be opened at 2:30 pm on Wednesday, May 15, 2026 and reviewed. A recommendation will be forwarded to Council at an upcoming Council meeting.

Term of Contract:

The contract outlined in this proposal is for three (3) season terms. The Township may, at its sole discretion, extend the contract for up to three (3) additional one-year terms based on satisfactory service and performance.

Three (3) Prime Season Terms — Angus Community Centre	
Term 1:	September 1, 2026 — April 15, 2027
Term 2:	September 1, 2027 — April 15, 2028
Term 3:	September 1, 2028 — April 15, 2029

Proposal Submission Process:

Complete, sign, and submit all RFP forms provided by the Township in Part 4 – Proposal Questionnaire. Incomplete, non-responsive, or electronically submitted proposals cannot be

evaluated and will be disqualified. Please answer each question and explain your proposed service.

Questions shall be submitted in writing to Chris Rankin at crankin@essatownship.on.ca.

An official who is legally authorized to bind the organization must sign the proposal on the financial page of the proposal questionnaire.

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

Proposal Evaluation

Township staff will review the proposals submitted. The panel will score the proposals and determine the highest qualified proposal. Interviews of 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 any and all proposals.

Prior to Awarding:

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

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 is deemed necessary.

Hours of Operation

The Operator shall provide canteen services on a daily basis throughout the ice season (generally mid-September through the end of March).

At minimum, the Operator will be required to operate during the following core hours:

- **Monday to Friday:** 5:00 p.m. – 9:00 p.m.
- **Saturday and Sunday:** 9:00 a.m. – 9:00 p.m.

The Operator shall also be open for:

- All Minor Hockey games
- Tournaments
- Special events
- Additional user group bookings as scheduled by the Township

The Operator is expected to make every reasonable effort to accommodate arena user groups and scheduled activities.

If the Operator wishes to adjust operating hours due to demonstrated low patron usage or other operational considerations, a written request outlining the rationale must be submitted to the Township for review and approval. No reduction or alteration of hours shall occur without prior written approval from the Township of Essa.

Failure to maintain approved operating hours may be considered a breach of contract.

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.

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 ensure recyclables are separated and placed in their appropriate location.

PART 2 — GENERAL TERMS & CONDITIONS

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.

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 labour,

equipment, and financial arrangements for satisfactory performance. Evidence of such competency must be provided in the RFP.

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.

Local Condition: The proposer shall, by personal inspection, examination, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the practicability of the service.

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 selection criteria
- Require clarification after the dates and times set out above from any one or more of the Proponents in respect of proposals submitted
- 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

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

Proposers' Expenses Each Prospective Proponent is solely responsible for the risk and cost of preparing and submitting their proposal.

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 exceptions 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.

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.

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 Township for any reason are ineligible proponents.

Public Contact: The proposer and/or their employees shall not enter any dispute with and shall maintain a courteous relationship with the community, all Essa Staff, and the public at all times.

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 Bylaws 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.

Permits, Notices, Laws & Rules The proposer shall 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.

Compliance with WSIB The proposer shall ensure complete compliance 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.

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 their operation and immediately report any damage observed during day-to-day operations.

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

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 contractor's 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 their intent. No lapse in coverage will be permitted.

PART 3 — TERMS OF REFERENCE — SITE

Background

The Township of Essa is seeking proposals from qualified operators for the provision of concession services at the Angus Recreation Centre.

The Township intends to select the proponent that best demonstrates the experience, capacity, and commitment to deliver affordable, safe, high quality, and reliable concession services to residents of Essa, as well as visitors and user groups of the Angus Recreation Centre.

Site Location

The concession (snack bar) is located at 8529 County Road 10 (Angus Recreation Centre).

Site Description

The site is well-maintained.

Angus — deep fryer, fridge, stove, freezer

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

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 customers' requests for breakfast, lunch, and dinner. The Township 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 District Health Unit on items for sale.

No portable cooking equipment is permitted outside the concession area unless under special approval from the Township, Health Unit, and Fire Department.

The Township will provide power and water to the location.

No 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 bylaws.

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 customers. The operator must keep the area neat and in a clean condition.

The operator agrees to surrender all rights to the operation of the concession during Township of Essa-approved special events held within the Angus Community Centre. The Township will make every reasonable attempt to utilize the operator if possible.

The location may not be reassigned without the approval of the Township.

Please submit the following forms by 2:00 pm local time Wednesday, May 27, 2026 to Chris Rankin, Manager of Parks and Recreation, Township of Essa, 5786 Simcoe County Road 21, Utopia, Ontario L0M 1B0. Proposals received after closing time will be rejected.

PART 4 — RFP — CONCESSION OPERATOR — Questionnaire

SUBMISSION FORMS

- Legal name of organization, firm, individual, or partnership submitting this proposal
- Address of principal place of business
- Primary Contact

Name:	
Title / Phone:	
Cell Phone / Email:	
Address (if different from above):	

Please indicate:

Corporation

Partnership

Sole Proprietorship

Joint Venture

Charitable Organization

Other — explain:

Years in Business: _____

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):	

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 License must be obtained prior to awarding.

Financial Proposal

Based on your professional experience in operating seasonal concession services and having:

1. Thoroughly reviewed all RFP documents and attachments.
2. Submitted any questions and received clarification from the Township regarding the terms, conditions, and responsibilities outlined herein.
3. Inspected the proposed concession premises and satisfied yourself as to site conditions.
4. Obtained independent legal and financial advice as deemed necessary
5. Conducted your own due diligence respecting applicable laws, regulations, by-laws, and operational requirements.

You hereby submit the following **firm and irrevocable financial offer** to the Corporation of the Township of Essa for the right to operate the concession at the Angus Community Centre.

SEASON — Three (3) Prime Season Terms — Angus Community Centre	
Term 1: September 1, 2026 – April 15, 2027	I submit an amount of \$_____ for year 1, term 1
Term 2: September 1, 2027 – April 15, 2028	I submit an amount of \$_____ for year 2, term 2
Term 3: September 1, 2028 – April 15, 2029	I submit an amount of \$_____ for year 3, term 3
NAME (Printed)	SIGNATURE
BUSINESS NAME:	
ADDRESS:	
PHONE / EMAIL:	

Payment Terms

The successful proponent agrees that the total seasonal amount for each term shall be paid in equal monthly installments during the months of operation (September through April, inclusive).

Monthly payments shall be due on the first (1st) day of each operating month, unless otherwise approved in writing by the Township.

Failure to remit monthly payments in accordance with the agreed schedule may constitute default under the agreement and may result in termination.

PART 5 — RFP – CONCESSION OPERATOR – Bidders Checklist

Bidder's Name: _____	
Business License	If applicable
Proof of Insurance	
Evidence of Capability	(Written example is sufficient)
Labour	(Written example is sufficient)
Financial	
Reference Letters	Two (2) letters attached
Reviewed Location	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.