



Municipality of Highlands East
2249 Loop Road, Box 295
Wilberforce, ON K0L 3C0
www.highlandseast.ca

Request for Proposal (RFP)
RFP-08-2025

Canteen Services
Keith Tallman Memorial Arena

Closing Date: Monday, September 15, 2025, at 12:00 p.m.

Contact: Brittany McCaw, CAO/Treasurer
Municipality of Highlands East
2249 Loop Road
Box 295
Wilberforce, ON K0L 3C0

Tel: 705-448-2981 ext. 429

Fax: 705-448-2532

Email: bmccaw@highlandseast.ca

Introduction

The Municipality of Highlands East is inviting proposals from qualified professionals for the operations of the canteen in the Keith Tallman Memorial Arena for the upcoming ice season (2025-26). The term will be for a one (1) year term, with the possibility of an extension for up to an additional one (1) year based on performance.

The Municipality of Highlands East reserves the right to award the proposal in their sole and unique discretion or choose not to award any proposal if the Municipality so chooses.

Intent of Proposal

- The Municipality of Highlands East will lease the canteen space to the successful bidder to operate the canteen for the arena season commencing October 3rd, 2025, and ending March 28th, 2026, with these dates being the term of the contract.
- The lessee is responsible for running the canteen and being open during evening and weekend arena business hours.

Operations should occur during typical peak operating hours. Operating hours are based on available rentals. Tentative peak hours include:

- Monday 6 p.m. to 10 p.m.
- Tuesday 6 p.m. to 10 p.m.
- Wednesday 6 p.m. to 10 p.m.
- Thursday 6 p.m. to 10 p.m.
- Saturday 9 a.m. to 8 p.m.
- Sunday 11 a.m. to 3 p.m.

Hours are subject to change based on facility usage.

The Municipality of Highlands East will absorb all utility costs (including garbage disposal and recycling) for the canteen space and the lessee will manage and retain revenue from sales in exchange for the lease payment to the facility owner(s).

The Municipality of Highlands East will provide the following canteen equipment: Upright pop cooler, double door fridge, small deep freeze, deep fryer with two (2) baskets, grill, microwave, hot chocolate machine, coffee machine, 3 basin sinks, and counterspace for use in the canteen operations. The bidder will be responsible for ancillary equipment at their discretion (i.e., crockpot, warm box, etc.).

The lessee will have exclusive rights to the operation of the canteen during the lease period.

Timelines

<u>Item</u>	<u>Date</u>
Deadline for Submission	Monday, September 15 th , 2025

Proposal Requirements

The bidder’s proposal must contain at least, but is not necessarily limited to, the following:

- Proposed monthly rent to be paid for the canteen space per month, for 6 months of the arena season.
- A listing of the proposed items to be available for sale at the canteen.
- Confirm understanding of the hours of operation of the canteen.

All Municipal information provided is not to be used for any purpose other than for this project without the written permission of the Municipality.

Insurance

The successful bidder will be required to provide proof of commercial liability insurance. The Lessee covenants and agrees to indemnify and save harmless the Municipality of Highlands East against any and all claims for loss, costs, damages and/or compensation and legal expenses the Municipality may incur as the direct or indirect result of the work operation described herein being conducted by the Lessee. The Contractor shall ensure and maintain at his/her expense during the currency of this Proposal, general comprehensive liability insurance in an amount not less than five million dollars (\$5,000,000.00), naming the Municipality of the Highlands East as an additional named insured and containing a cross-liability endorsement. The Lessee shall submit proof of such insurance in the form of a certificate from his/her insurance company prior to lease commencing.

Workplace Safety and Insurance Board

The successful bidder is required to provide a valid Clearance Certificate.

Payments

Payments shall be made the 1st of every month. Preferred method of payment is Electronic Funds Transfer (EFT) or cheque.

Changes to Proposal

Bidders may not make modifications to their submissions after the closing date except as may be allowed by the Municipality.

Municipality's Use of Proposal

The Municipality may reproduce the vendor's proposal and any supporting documentation for internal use only.

Errors and Omissions

The Municipality will not be held liable for any errors or omissions in any part of this RFP. While the Municipality has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for responding vendors. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve companies from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Should a bidder find omissions from, or discrepancies in, any of the proposal documents or should the bidder be in doubt as to the meaning of any part of such documents, the bidder should notify Brittany McCaw, CAO/Treasurer, in writing, without delay. If the Municipality considers that a correction, explanation, or interpretation is necessary or desirable, an addendum will be issued and posted on the Municipality's website.

No oral explanation or interpretation will modify any of the requirements or provisions of the proposed documents.

All questions, errors or omissions must be brought to our attention no later than five (5) days prior to closing of the request for proposal.

Addenda

If required, addenda will be posted on the Municipality's website:

www.highlandseast.ca

It is the bidder's responsibility to ensure all addenda have been read and noted.

Vendor Expense

Any expenses incurred by the bidder in the preparation of the proposal submission are entirely the responsibility of the bidder and will not be charged to the Municipality.

Acceptance or Rejection of Proposal

The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Municipality may require without stating reasons.

Notwithstanding and without restricting the generality of the statement immediately above, the Municipality will not be required to award and accept a proposal:

- When only one (1) proposal has been received as a result of the current Request for Proposals.
- Based on price (i.e.: the lowest price).
- When all proposals received fail to comply with the specifications or proposal terms and conditions.
- Where a change in the scope of work or specifications is required; and/or
- Where the proposal documents do not state a definite work schedule and a submitted proposal is based on an unreasonable work schedule.

The Municipality will not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any bidder by reason of the acceptance or the non-acceptance by the Municipality of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the proposal document.

Notwithstanding the provisions of the request for proposal, the Municipality shall not be liable for damages or liquidated damages arising from the termination or postponement of any proposal released or contract entered into with a bidder, if and to the extent that its delay in performance or other failure to perform the obligations under the contract, is the result of an event of force majeure.

Force majeure means an event beyond the control of the Municipality and not involving the Municipality's fault or negligence and not foreseeable. Such events may include, but not restricted to fire, flood, natural disaster, pandemics, epidemics, plague, and quarantine restrictions.

If a force majeure situation arises, the Municipality shall promptly notify any bidders of such conditions and cause thereof. The Municipality shall at its sole discretion determine whether to terminate or postpone any tender or contract either released or entered into with a bidder.

Proposal Award Procedures

The Municipality will notify the successful proponent of the award within five (5) calendar days of the proposal closing.

The successful proponent will be determined by the proposal that receives the highest scoring mark based on municipal staff evaluation.

The Municipality will notify the successful proponent of the award by telephone and written notice.

Following acceptance of the proposal by the Municipality, the successful bidder will provide the Municipality with any required documents within seven (7) calendar days of the date of notification of award.

Protection of Work or Property

The successful bidder will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or on connection with this work. The successful bidder will make good on any such damage or injury.

Regulation, Compliance and Legislation

The successful bidder will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

Cancellation

The Municipality reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the bidder should neglect to execute the work properly or fail to perform any provision of this award, the Municipality, after three (3) days, written notice to the bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the bidder. Continued failure of the vendor to execute the work properly will result in termination of the contract. The Municipality will provide written notice of termination.

The Municipality may elect to terminate the contract if the original terms and conditions are significantly changed, giving thirty (30) days written notice to the bidder. Either party may terminate the contract by giving the other party sixty (60) days written notice, giving reasons acceptable to the other and subject to approval by both parties involved in the contract.

Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

Freedom of Information

Any personal information required on the proposal form is received under the authority of the Municipality of Highlands East. This information will be an integral component of the quote submission. All written proposals received by the Municipality become a public record. Once a proposal is accepted by the Municipality, and a contract is signed, all information contained in it is available to the public including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56 as amended, should be directed to:

Brittany McCaw, CAO/Treasurer
Municipality of Highlands East
2249 Loop Road
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Confidentiality of Understanding

The successful proponent and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law. The successful proponent agrees that it and its employees who have access to this information will not either, during the term of the agreement, or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful proponent's behalf or on behalf of any third party, any such information.

The obligations of this section survive the expiration or termination of this agreement indefinitely.

Ownership

The information and documentation that are a product of this award by the successful proponent, will become the exclusive property of the Municipality. However, intellectual property, such as specific tools, templates, processes, etc. that the bidder has provided as part of the deliverables for this project remains the property of the bidder and they are free to use any of such material in other contexts and with future clients.

Proposal Submission

Sealed submissions, clearly marked "Request for Proposal – Arena Canteen."

- Submissions of the RFP are to be received at the Main Office in Wilberforce in a sealed envelope on Monday, September 15, 2025, by 12:00 p.m. Municipal Office address:

Municipality of Highlands East
2249 Loop Rd.
Box 295
Wilberforce ON.
K0L 3C0

Submissions will be reviewed by the Municipality of Highlands East with a decision expected to be made within 1 week. The project start date is expected to be soon thereafter based on the mutual agreement of both parties.

Appendix A
Request for Proposal Cover Sheet

Please ensure that this sheet is at the top of the Request for Proposal Submission.

PROPOSAL FOR: Canteen Services Keith Tallman Memorial Arena

AS SUPPLIED BY: _____

Company Name

Address

We the undersigned, have reviewed the Request for Proposal documents for the above-named project and hereby offer to perform the work for the following amount:

Project Costing

\$ _____ Monthly Lease Payment

\$ _____ HST

\$ _____ TOTAL

**Please ensure project costing includes all disbursements as noted in the RFP.*

Dated at _____ this _____ day of _____, 20____

Date

Name/Title of Authorized Signing Officer

Contact Telephone Number

Signature of Authorized Signing Officer