

THE CORPORATION OF THE TOWNSHIP OF BLACK RIVER-MATHESON



REQUEST FOR PROPOSAL

RFP NUMBER RFP-REC2026-001

Concessions Services Vern Miller Arena

Proposals clearly marked:

"RFP-REC2026-001 - Concessions Services Vern Miller Arena"

Starting Date: September 25, 2026

Closing Date: 2:00 p.m. Eastern time on October 9, 2026

The highest rent proposal will not necessarily be accepted.

The Corporation of the Township of Black River-Matheson

P.O. Box 601, 421 Fifth Avenue

Matheson, ON P0K 1N0

Lisa McIntyre, Director of Recreation

Email: lmcintyre@twpbrm.ca

Phone: 705-273-2313 ext. 315

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SECTION 1 - INVITATION

The Corporation of the Township of Black River-Matheson invites proposals from qualified individuals or businesses to operate the canteen concession at the Vern Miller Arena for the 2026-2027 ice season. The Township seeks consistent, reliable, affordable food and beverage service for arena users during scheduled programming, games, tournaments and special events.

This RFP is a request for proposals. Selection does not itself grant possession or authority to operate. The successful proponent must sign a written concession agreement, satisfy the conditions in this RFP and receive written authorization before taking possession or commencing service.

SECTION 2 - CONTRACT PERIOD AND SITE

The proposed operating term is November 1, 2026 to April 5, 2027, subject to completion of the selection process, agreement and start-up requirements. Any extension must be agreed in writing by the Township; there is no automatic renewal. The agreement will identify the canteen and storage area available for use. The Township retains control of the arena and common areas.

The operator has permission to use the designated space only to provide the approved concession service during the term. No leasehold interest, exclusive right to sell elsewhere in the arena, assignment or subletting is granted unless expressly provided in the signed agreement. The Township may continue to allow event organizers or others to sell goods outside the designated canteen area.

SECTION 3 - SCOPE OF SERVICES

The operator shall provide food and beverage service at its own expense and risk, including staffing, food and supply purchases, cash handling, sales and customer service. The operator shall:

- provide service during the agreed operating schedule and designated games, tournaments and events;
- maintain sufficient trained personnel and suitable stock to serve customers safely and promptly;
- keep the canteen and assigned storage areas safe, sanitary and orderly;
- work with Recreation staff on arena schedules and changes; and
- comply with applicable laws, public-health directions and Township facility and safety rules.

The operator is an independent business responsible for its employees, contractors, payroll, taxes and remittances. Its personnel are not Township employees. The operator may not represent itself as acting on behalf of the Township.

SECTION 4 - HOURS OF OPERATION AND CONTINUITY

Proponents shall submit proposed hours and explain how they will cover games, tournaments, special events and high-attendance programming. The final schedule, including any required events and the process for reasonable schedule changes, will be attached to the agreement. Additional hours may be offered with Township approval and without an additional hourly charge to the Township.

The operator shall promptly advise Lisa McIntyre of any anticipated inability to open and arrange qualified replacement coverage. Repeated missed required hours may result in default or termination. The Township does not guarantee arena attendance, event volume, sales or revenue and may change or cancel programming or close the facility where reasonably necessary.

SECTION 5 - MENU, PRICING AND SALES RESTRICTIONS

The proposal shall include a menu and anticipated retail prices, with a reasonable variety of traditional concession items and some healthier food or beverage options. Pricing should suit a community recreation facility. The agreed menu and prices will form part of the agreement. Material additions, changes in food preparation methods or price increases require prior written Township approval, which will not be unreasonably withheld.

Alcohol, cannabis, tobacco, vaping products, lottery products and any unlawful or unsuitable products may not be sold. The operator shall follow all applicable rules respecting allergens, labelling and food handling. The Township may direct the operator to stop selling an item that presents a safety, compliance or facility concern.

SECTION 6 - TOWNSHIP EQUIPMENT AND OPERATOR PROPERTY

Existing Township equipment is expected to include a triple-door beverage cooler, small chest freezer, Bunn coffee maker, toaster, small stove, hot dog warmer, toaster oven and nacho machine. Availability and condition will be confirmed by a signed inventory and condition inspection before operations begin; this list is not a warranty of fitness or continued availability.

Township equipment remains Township property and shall not be removed, altered, loaned or disposed of without written authorization. The operator shall use it safely, perform ordinary cleaning, promptly report faults and damage, and pay reasonable repair or replacement costs caused by its negligence, misuse or breach, excluding ordinary wear and tear. The Township remains responsible for ordinary capital repairs to its equipment unless the agreement states otherwise. The operator supplies and insures its own stock, cash, supplies and added equipment; the Township is not responsible for their loss or damage except to the extent caused by the Township.

Additional electrical, heating or cooking equipment requires advance written approval. The Township may require proof of electrical approval or inspection and may prohibit equipment that exceeds available capacity or raises a fire or safety concern.

SECTION 7 - UTILITIES

Normal hydro, water and heat for the canteen are included. The operator shall use utilities reasonably for concession activities only. No connection, alteration, additional load or access to Township systems is permitted without prior written approval. The Township is not responsible for the operator's lost sales from a utility interruption or facility closure, except to the extent required by law or expressly stated in the final agreement.

SECTION 8 - CONCESSION FEE AND PAYMENT

Each proponent shall state a monthly amount payable to the Township for use of the canteen. HST will be added where applicable. The final agreement will state the due date, any treatment of partial months and how payments are made. The operator bears its own operating costs and retains its own sales revenue. The Township does not guarantee any minimum volume of sales or net income. The highest rent offer will not necessarily be selected.

SECTION 9 - DAMAGE AND KEY DEPOSIT

Before receiving keys or access, the operator shall pay a refundable \$100 damage/key deposit. The Township may apply it to documented costs of unreturned keys, necessary lock changes, damage beyond ordinary wear, excessive cleaning or other amounts properly owing under the agreement. The Township will provide an accounting and return any balance after keys are returned and the final inspection is complete. The deposit is not a cap on the operator's liability.

SECTION 10 - CLEANING, WASTE AND MAINTENANCE

The operator shall clean and sanitize counters, food preparation areas, appliances, floors and assigned storage areas, and remove concession waste to designated receptacles. It shall provide routine cleaning products, consumables and pest prevention arising from its operations. It shall immediately report leaks, equipment defects, pests or unsafe conditions to Township staff. The Township may inspect its property and require correction of deficiencies within a reasonable time, or immediately where public health or safety is at risk.

SECTION 11 - HEALTH, SAFETY AND REGULATORY REQUIREMENTS

The operator shall obtain and maintain all licences, registrations, approvals and certifications required for its activities. Before opening, it shall give any required notice to the local medical officer of health, coordinate inspection or approval as required by the health unit and provide evidence of compliance requested by the Township. It shall comply with the Health Protection and Promotion Act, Ontario Regulation 493/17 (Food Premises), applicable fire, building, accessibility, employment and occupational-health-and-safety requirements, and directions of the appropriate authorities.

At least one food handler or supervisor who has completed required food-handler training shall be present during every hour of food-service operation, where required by Ontario Regulation 493/17. The operator shall provide proof of training on request. It shall follow all health-unit orders and promptly notify the Township of any inspection failure, closure order, suspected foodborne illness, product recall, serious injury, fire, significant spill or other incident affecting the concession or arena, and cooperate in the response.

The operator shall maintain WSIB coverage and provide a current clearance where required or available. If it is not required to register, it shall provide information reasonably requested to establish its status. The operator is responsible for its staff's training, supervision and safety and for keeping exits, fire equipment and public circulation areas clear.

SECTION 12 - INSURANCE AND INDEMNITY

Before access and throughout the term, the operator shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence, including bodily injury, property damage and products/completed operations coverage. The Corporation of the Township of Black River-Matheson shall be named as an additional insured with respect to liability arising from the operator's activities. The policy shall contain cross-liability or severability-of-interests wording. The operator shall provide a certificate of insurance before access, at each renewal and on request, and promptly notify the Township of cancellation, lapse or material reduction in coverage. The Township may require a copy of the relevant endorsement or policy wording to verify coverage. Insurance does not limit the operator's obligations.

To the extent permitted by law, the operator shall defend, indemnify and hold harmless the Township, its elected officials, officers, employees and agents against third-party claims, losses, damages and reasonable costs arising from the operator's acts, omissions, food products, personnel or breach of the agreement, except to the extent caused by the negligence or wrongful acts of the Township or those for whom it is legally responsible. The

final agreement will set out the detailed indemnity terms.

SECTION 13 - ALTERATIONS, ACCESS AND SECURITY

No renovations, plumbing or electrical work, signs, fixtures or other modifications are allowed without prior written Township approval and any required permits. The operator shall secure the canteen, control its keys and access credentials, and promptly report any loss. The Township may enter the space on reasonable notice for inspection, repairs and facility operations, and immediately in an emergency or where a safety or public-health concern exists. The operator shall not interfere with arena operations.

SECTION 14 - PROPOSAL REQUIREMENTS

Submit the completed Appendix A and supporting material, including:

- individual or legal business name, address and contact details;
- relevant food-service or concession experience and references;
- proposed hours, event coverage and backup staffing plan;
- menu, retail prices and healthier options;
- proposed monthly concession fee, exclusive of applicable HST;
- staffing, food-handler training and health-unit readiness;
- equipment proposed for the site and any requested alterations; and
- any assumptions, exceptions or other information material to the proposal.

The Township may request proof of insurance capability, public-health compliance, WSIB status and references before award. Any material exception to the RFP must be stated clearly in the proposal.

SECTION 15 - EVALUATION AND SELECTION

Proposals will be evaluated on overall value to arena users and the Township using the following criteria:

Evaluation criterion	Weight
Operating plan, hours and availability	35%
Experience, reliability and ability to provide service	25%
Menu and retail pricing	20%
Financial return to the Township	15%
Completeness and quality of submission	5%
TOTAL	100%

The Township may reject any or all proposals, verify information and references, seek clarifications, negotiate with one or more proponents, waive minor irregularities where lawful, or cancel or reissue the RFP. A proposal does not bind the Township to award. No contract exists until the Township and selected proponent sign a written agreement. Any award is subject to required municipal approvals and satisfactory completion of start-up requirements. Proponents bear their own proposal costs.

Questions and material clarifications must be directed to the named contact. The Township may communicate material changes to all known proponents by written addendum. Proponents shall rely on written addenda, not informal oral statements. Proposals may be subject to disclosure under applicable municipal access-to-information law.

SECTION 16 - START-UP CONDITIONS AND FINAL AGREEMENT

Before opening, the selected proponent must: (1) sign the Township's concession agreement; (2) provide the insurance certificate and additional-insured evidence; (3) pay the deposit and arrange keys; (4) complete the equipment inventory and site inspection; (5) demonstrate required public-health notification, approval or inspection status and food-handler coverage; (6) provide applicable WSIB clearance or status information; and (7) agree to the operating schedule, menu, prices and payment terms. The Township may move to another proponent or end negotiations if these conditions are not met within a reasonable period specified by the Township.

The final agreement will incorporate the accepted proposal and these requirements, with a precedence clause resolving any inconsistency. The operator may not assign the agreement or subcontract the concession without prior written Township consent. Changes to the agreement require written approval of authorized representatives.

SECTION 17 - DEFAULT, SUSPENSION AND TERMINATION

The Township may require correction of a breach within a stated reasonable period and may terminate if it is not corrected. For repeated missed required hours, non-payment, lapse of insurance, unauthorized transfer, serious food-safety or legal non-compliance, or a material risk to people or property, the Township may suspend operations or access immediately and may terminate if the concern is not promptly resolved or cannot reasonably be cured. These remedies are in addition to rights under the agreement and law.

The Township may also terminate the final agreement without cause on 30 days' written notice. On expiry or termination, the operator shall cease sales, remove its property and stock, return keys, pay sums owing, clean and surrender the space in substantially the condition received, allowing for ordinary wear and tear. The Township may arrange urgent cleaning or repairs at the operator's reasonable expense where permitted under the agreement. The final agreement should address any prepaid rent for unused full or partial months upon a termination without cause.

SECTION 18 - SUBMISSION INSTRUCTIONS AND CONTACT

Closing: October 9, 2026 at 2:00 p.m. Eastern time. Email proposals to lmccintyre@twpbm.ca with subject RFP-REC2026-001 - Concessions Services Vern Miller Arena, or deliver a sealed envelope bearing that title to 421 Fifth Avenue, Matheson, ON P0K 1N0. Late proposals may be rejected. Proponents are responsible for timely delivery; the Township is not liable for transmission or delivery failures.

Questions: Lisa McIntyre, Director of Recreation; lmccintyre@twpbm.ca; 705-273-2313 ext. 315. Material answers may be shared by written addendum. The Township may set a question deadline by addendum.

APPENDIX A - PROPOSAL SUBMISSION FORM

RFP-REC2026-001 - Concessions Services Vern Miller Arena

Proponent / legal business name:

Contact person:

Address:

Telephone:

Email:

Business / HST number (if applicable):

PROPOSED MONTHLY CONCESSION FEE

Monthly concession fee: \$ _____ plus applicable HST

PROPOSED HOURS AND EVENT COVERAGE

Include regular hours, games, tournaments, special events and backup coverage. Attach extra pages if needed.

RELEVANT EXPERIENCE AND REFERENCES

MENU AND RETAIL PRICES

Attach proposed menu and prices, including healthier options.

STAFFING, FOOD SAFETY AND EQUIPMENT

Describe staffing, food-handler training, proposed equipment and requested changes to the site.

EXCEPTIONS OR ADDITIONAL INFORMATION

List any exceptions to this RFP; write "none" if there are no exceptions.

DECLARATION

I/We certify that the information in this proposal is accurate, have reviewed the RFP and any addenda, and acknowledge that selection is subject to a signed agreement and the stated start-up conditions.

Authorized signature:

Date:

Printed name and title: