



CONCESSION BOOTH OPERATION AT THE NORTH DUFFERIN COMMUNITY CENTRE

Submission Deadline: Friday, August 29th, 2025, at 2:00:00 PM

Date of Issue: July 31, 2025

The Corporation of the Township of Mulmur
758070 2nd Line East
Mulmur, ON L9V 0G8

Telephone: (705) 466-3341
Fax: (705) 466-2922
Website: www.mulmur.ca

Part 1- Scope of Work:

General:

The Township of Mulmur is seeking proposals from interested vendors or individuals to operate the concession booth at the North Dufferin Community Centre (NDCC) for the 2025–2026 (October 1, 2025, to April 15, 2026) ice season. The successful applicant will be solely responsible for the operation of the concession booth, in compliance with all applicable public health, safety, and municipal regulations.

About the Facility:

The NDCC is located at 706114 County Road 21, Mulmur ON. The NDCC features an ice surface and an upper-floor community hall, known as the “Norduff Room”. The arena is open seasonally from approximately October 1st to April 15th. Rentals of the arena are typically for hockey, figure skating, birthday parties, etc. For the 2024-25 ice season, the NDCC was rented for an average of 32 hours a week.

Opening hours may vary depending on facility rentals, but are typically as follows:

- Weekdays: 5:00 PM to 9:00 PM
- Weekends: 7:00 AM to 5:00 PM

Expectations & Responsibilities of the Successful Applicant:

The successful applicant will be responsible for the full operation of the concession booth at the North Dufferin Community Centre during the 2025–2026 arena season. This includes purchasing all necessary food and supplies, preparing and serving food and beverages, maintaining the cleanliness and safety of the booth, and ensuring compliance with all applicable health, safety, and food handling regulations as outlined by the Wellington-Dufferin-Guelph Public Health unit. This shall include having any necessary certificates or licenses posted at the concession booth as required by the public health unit.

The successful applicant will be expected to provide prompt and courteous service to arena patrons and strive to have the booth open during scheduled ice times and arena events.

The successful applicant is responsible for providing their own janitorial supplies and ensuring proper disposal of waste and recyclables. The successful Applicant shall (if applicable) provide a list of employee names(s) and telephone number(s) to the Township and shall be responsible for ensuring the list is updated as changes occur.

Food Handler Certification

The Successful Applicant operating the concession booth must hold a valid Food Handler Certificate in accordance with the requirements set out by Ontario’s Health Protection and Promotion Act and the Ontario Food Premises Regulation (O. Reg. 562). Certification must be obtained through an approved food handler training program that meets provincial standards, such as those outlined at www.ontario.ca/page/food-handler-training-and-certification.

Equipment:

The Successful Applicant may have use of all Township-owned equipment located within the concession booth. The Successful Applicant shall maintain all equipment, including regular cleaning, preventative maintenance, and regular cleaning of all fryers.

The Township shall provide one (1) yearly cleaning of the exhaust hood located in the concession booth per calendar year. If additional cleanings of the exhaust hood are needed, this shall be the responsibility of the Successful Applicant. The Successful Applicant will be responsible for scheduling any additional cleanings and for any associated costs.

The Successful Applicant shall be responsible for all legislated inspections related to the operation of the concession booth and is required to provide all necessary documentations at time of these inspections to the appropriate authorities, such as a valid food handlers certificate. The Successful Applicant is required to have all necessary documentation posted at the concession booth.

The Township, at its discretion, may replace equipment within the concession booth at such a time as it deems necessary.

Facility Access:

The successful Applicant will be provided with access to the concession booth during regular business hours. The Successful Applicant will be provided with all necessary keys and alarm codes once the contract is signed.

All deliveries must be made directly to the Successful Applicant. The Township and arena staff are not responsible for and will not receive or coordinate the receipt of food products or supplies for the concession booth.

Insurance & WSIB:

If the applicant intends to hire staff, all employees must be properly trained and covered by a valid WSIB Clearance Certificate. A valid WSIB Clearance Certificate must be submitted to the Township before the first day of operation and kept current for the full duration of the rental period.

Additionally, the successful applicant must provide proof of **Commercial General Liability insurance** to insure against loss or damage resulting from bodily injury, death, or damage to property, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than **\$2,000,000** per occurrence.

This policy shall include, but is not limited to:

- a) Name the Township as an additional insured
- b) Cross-liability and severability of interest
- c) Blanket Contractual
- d) Products and Completed Operations
- e) Premises and Operations Liability
- f) Personal Injury Liability
- g) Contingent Employers Liability

- h) Owners and Contractors Protective
- i) Broad Form Property Damage
- j) The policy shall include 30 calendar days' notice of cancellation.

The successful applicant will also be required to carry Equipment Breakdown Insurance in an amount equivalent to the total value of the contents and stock they will be storing and using in the concession booth.

Equipment Breakdown Insurance covers sudden and accidental mechanical or electrical breakdowns of equipment—such as refrigerators, freezers, fryers, or other kitchen appliances—that are essential to the operation of the booth. This insurance helps ensure that the contractor can quickly recover or replace essential equipment without significant disruption to service or loss of stock.

Proof of both Commercial General Liability Insurance and Equipment Breakdown Insurance must be submitted within **ten (10) business days** of being awarded the contract, and coverage must remain active throughout the term of the contract.

Cleaning Deposit:

The successful Applicant will be required to provide a **\$500 cleaning deposit** to the Township upon signing the booth operation contract. This deposit will be held as security to ensure the concession booth is thoroughly cleaned and left in good condition at the end of the rental term.

The \$500 cleaning deposit will be included as part of the first monthly rental invoice issued to the Successful Applicant. The cleaning deposit will be due in accordance with the due date included on the invoice. Invoices are payable to the Township through Electronic Funds Transfers (EFT), cheque, or cash or debit at the Township's administrative office.

The deposit will be returned in full following a final inspection by Township staff, provided that the booth has been cleaned to the Township's satisfaction and all personal items have been removed. If the condition of the booth is found to be unsatisfactory or requires additional cleaning, the deposit will be withheld in full to cover necessary cleaning costs.

Term of Contract:

The Township will require the Successful Applicant to enter into a contract to operate the concession booth for **one (1) ice season**, from **October 1, 2025, to April 15, 2026**.

At the sole discretion of the Township, the contract may be extended for up to two (2) additional one-season terms:

- October 2026 to April 2027
- October 2027 to April 2028

These potential extensions may be offered based on the Successful Applicant's performance during the initial contract term and will be negotiated and executed solely at the Township's discretion following the conclusion of the 2025-2026 season.

Performance will be evaluated on, but not limited to, the following criteria:

- Adherence to contract terms and operating hours
- Quality of customer service
- Cleanliness and upkeep of the concession booth
- Timely payment of rent
- Responsiveness to Township communications and direction

Applicants interested in being considered for these potential future extensions must include their proposed monthly rental rate for each additional season at the time of their bid submission.

Please note: The proposed monthly rental rates for potential extensions will be used for future reference only. They will **not** influence the evaluation or scoring of the initial application, nor will they provide any advantage over other bidders.

Rights of the Township:

The Township of Mulmur reserves the right to accept or reject any or all proposals, or to delete parts of items or entire items if it is deemed to be not in the best interest of the Township. The Township is not obligated to accept the lowest, highest, or any proposal submitted.

The Township reserves the right to cancel this RFP at any time without any liability for any loss, damage, or costs incurred by the applicant because of its cancellation. The Township also reserves the right to seek clarification from applicants on the start and end dates supplied in the applicant's application.

The Township also reserves the right to reject any application that fails to comply with the requirements set out in this RFP. This includes if the bidder does not provide all mandatory documentation, or if the documentation provided does not furnish satisfactory evidence of the applicant's experience or ability.

Confidentiality:

The Township is subject to the Freedom of Information and Protection of Privacy Act. The Act creates a right to access 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.

Responsibilities of the Applicant:

The Applicant, and his/her employees shall not enter any dispute with and shall maintain a courteous relationship with the community, all Township of Mulmur Staff, and public at all times.

The Applicant is solely responsible for the risk and cost of preparing and submitting their proposal. The Applicant shall ensure that the Township, its staff, agents, and officers

are saved harmless from any liability whatsoever arising out of the Applicants performance or non-performance of the term of this contract.

Questions, Proposal Submission, & Deadline:

All persons interested in this opportunity must complete and submit a signed copy of Part 2- The Proposal Application Form.

All questions regarding this opportunity are to be directed to procurement@mulmur.ca Questions regarding this opportunity must be submitted by **August 22nd, 2025, at 2:00 PM. Responses to all questions will be shared publicly via an addendum posted on the Township's website by August 26th, 2025.**

All applications must be submitted to procurement@mulmur.ca by Friday, August 29th, 2025, at 2:00:00 PM. Applications submitted after this deadline will not be considered.

All applications submitted must be clearly marked and named as "2025-2026 NDCC Booth Proposal".

Part 2- Proposal Application Form:

2025-2026 CONCESSION BOOTH OPERATION AT THE NORTH DUFFERIN COMMUNITY CENTRE

Name: _____

Company/Operational Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Section A: Arena Season Rental Proposal

Please indicate your proposed monthly rental rate for the initial operating season. If you wish to be considered for potential future extensions, please also provide proposed monthly rental rates for the optional extension seasons.

Note: Submitting proposed rental rates for future extension years will not affect the scoring of your initial application and will not give any bidder preference during evaluation.

Season:	Dates:	Proposed Monthly Rent (minimum \$500 per month)
Initial Contract Term	October 1, 2025, to April 15, 2026	\$
Optional Extension Year 1	October 2026 to April 2027	\$
Optional Extension Year 2	October 2027 to April 2028	\$

Do you intend to operate the concession booth for the full arena season (October to April)? ☐ Yes ☐ No

If “no”, please provide a detailed explanation, and the proposed dates you intend to operate:

Section B: Qualifications and Experience

1. Describe your experience in food handling, hospitality, or operating a food booth or similar business:

2. List your current food safety certifications (e.g., Safe Food Handling Certificate):

3. Do you currently have, or do you plan to hire employees to work at the concession booth?

☐ Yes ☐ No

If yes, how many? _____

By selecting "Yes", I understand and agree that:

- A valid WSIB Clearance Certificate must be submitted within **ten (10)** business days of being awarded the contract
- It is my responsibility to ensure the WSIB certificate on file with the Township remains valid for the entire rental term.

Will all employees be food safety certified? ☐ Yes ☐ No

4. Describe your proposed menu offerings (optional attachment permitted):

5. How will you ensure cleanliness, food safety compliance, and good customer service?

Section C: References

Please provide the names and contact information for three (3) references who can speak to your experience and reliability in food service, customer service, or business operations. These may include previous landlords, employers, or professional contractors. They must not include the Township of Mulmur, or any of its current or previous staff, council, or board members.

Reference #1:

Name: _____

Relationship to Applicant: _____

Phone Number: _____

Email Address: _____

Nature of work / role with reference, and the responsibilities of said role:

Reference #2:

Name: _____

Relationship to Applicant: _____

Phone Number: _____

Email Address: _____

Nature of work / role with reference, and the responsibilities of said role:

Reference #3:

Name: _____

Relationship to Applicant: _____

Phone Number: _____

Email Address: _____

Nature of work / role with reference, and the responsibilities of said role:

Section D: Optional Summer Use (April 16th to September 30th, 2026)

Note: This is optional and will **not affect** your scoring for the arena season.

Would you like to request use of the booth during the summer months? ☐ Yes ☐ No

If yes, proposed monthly rent for summer months: \$_____

Section E: Terms and Conditions

As the applicant, I hereby certify my understanding that:

- I understand that the minimum monthly rental bid I can submit is \$500 per month.
- If selected as the successful bidder, I agree to supply a \$500 cleaning deposit to the landlord as part of my first rental invoice, and that this cleaning deposit will only be returned to me upon a satisfactory inspection at the completion of my contract.
- Rental of the concession booth includes the use of all appliances.
- A draft booth operation contract is attached as Appendix A to this RFP.
- I have attached my WSIB Clearance Certificate (if applicable) or will provide it within 10 (ten) business days of being notified as the Successful Bidder.
- I understand that if proof of insurance and a WSIB Clearance Certificate (if applicable) are not provided to the Township within ten (10) business days of being notified as the Successful Bidder, the contract may be awarded to another bidder.
- I as the Applicant am solely responsible for the risk and cost of preparing and submitting my proposal.
- The Township will not be held liable for any and all operational losses at any time during the contract, regardless of any circumstances that may be presented in the operation of the facility.
- The Township reserves the right to cancel this RFP at any time without any liability for any loss, damage, or costs incurred by the applicant because of its cancellation.
- The Township reserves the right to seek clarification from myself on any of the information supplied in the application if necessary.
- All applications must be submitted to procurement@mulmur.ca by 2:00 p.m. on Friday, August 29th, 2025. Applications submitted after this deadline will not be considered.

Signature of Applicant

Date

Part 3 – Evaluation Criteria and Scoring Framework

Total Points Available: 100

Criteria	Details	Max Points
1. Monthly Rental Bid	While the minimum bid is \$500/month, proposals that offer a higher, competitive monthly rate will receive the higher scores.	45 points
2. Relevant Experience	Evaluates the applicant's background in operating a food booth, concession stand, or similar business. Applicants with detailed experience in hospitality, customer service, or food preparation will score higher. Specific, clear examples are preferred over vague or minimal responses.	20 points
3. Menu Proposal	Applicants should submit a detailed proposed menu. Menus will be evaluated on variety, completeness, and clarity. Proposals that include healthy food choices and items that accommodate dietary restrictions (e.g., vegetarian, vegan, gluten-free, dairy-free) will receive higher scores.	10 points
4. Cleanliness, Food Safety & Customer Service Plan	Evaluates the applicant's ability to maintain high standards of cleanliness, compliance with public health guidelines, and delivery of friendly, reliable customer service. Clear, thoughtful, and realistic plans will score higher.	15 points
5. References	Applicants must provide three references who can speak to their experience, reliability, and professionalism. Higher scores will be awarded for strong, relevant references with clear explanations of the relationship and nature of the work performed. These may include previous landlords, employers, personal or professional references.	10 points

Selection Process

- Applications will be reviewed and scored by Township staff using the criteria above.
- The highest scoring application out of 100 will be selected, subject to confirmation of all required documentation and mandatory requirements.
- Incomplete applications or those missing mandatory attachments will be disqualified.
- The proposal for optional summer booth use and rent (Section D) will not affect scoring, but may be considered separately for scheduling purposes.



Appendix A
BOOTH OPERATION CONTRACT

The Corporation of the Township of Mulmur
-- AND --

I, _____, hereinafter referred to as the Tenant, agree to enter into a contract with The Corporation of the Township of Mulmur, hereinafter referred to as the Landlord, for the operation of the concession booth at the North Dufferin Community Centre for the 2025–2026 ice season.

Term of Agreement

- This agreement shall commence October 1, 2025 and automatically terminate April 15, 2026, unless extended by mutual written agreement.
- At the sole discretion of the Township, up to two (2) additional one-season extensions (October 2026 to April 2027 and October 2027 to April 2028) may be offered to the Tenant following the successful completion of the initial contract term.

Rental Payments

- The monthly rent, as accepted by the Landlord, shall be \$_____ plus H.S.T. and is payable monthly upon receipt of an invoice.
- The monthly fee may be pro-rated for the first and last months of the operating season, depending on the opening and closing dates of the arena, or a delay in opening at the beginning of the season.

Cleaning Deposit

- The Tenant shall provide a \$500 cleaning deposit upon signing this contract.
- This cleaning deposit will be included on the first monthly rental invoice, and payment is due in accordance with the due date given on the invoice.
- The cleaning deposit will be refunded at the end of the season following a final inspection by Township staff to confirm the booth is clean, in good condition, and free of all personal items.
- If the booth is not satisfactorily cleaned, the Township will retain the cleaning deposit to cover the cleaning costs.

Operation of Booth

- The Tenant agrees to have the booth open during all scheduled ice rental times and arena events, as coordinated with the Township's Working Foreman.
- Private functions (e.g., birthday parties, rentals of the Norduff Room) may occur during arena operations. The Tenant is not required to operate unless otherwise indicated by the Working Foreman.

Equipment & Maintenance

- The Tenant may have the use of all Township-owned equipment in the booth.
- The Tenant is responsible for regular cleaning, maintenance, and any legislated inspections required for equipment, including fryers, hoods, and refrigeration units.
- The Tenant shall maintain Equipment Breakdown Insurance equivalent to the value of their own contents, stock, and essential operating equipment.

Cleanliness & Food Safety

- The Tenant must maintain the booth in a clean, safe, and sanitary condition at all times and provide their own janitorial supplies.
- The Tenant is required to comply with Wellington-Dufferin-Guelph Public Health requirements and the Ontario Food Premises Regulation 562.
- The Tenant must have a valid Food Handler's Certificate for the entirety of the contract. The Tenant is responsible for maintaining this certification and any costs associated with obtaining the certification or recertifying.
- The Tenant agrees to sort and properly dispose of food waste and recyclables.

Insurance & WSIB

- The Tenant must maintain **Commercial General Liability Insurance** in an amount not less than **\$2,000,000**, naming the Township of Mulmur as an additional insured. Proof of insurance must be submitted within five (5) business days of contract signing and remain valid for the full term.
- If the Tenant hires employees, they must ensure all staff are properly trained and food safety certified and must submit a valid WSIB Clearance Certificate before their first day of work and keep it current throughout the contract.
- The Tenant is responsible for insuring their own contents and stock stored at the arena. The Township is not liable for theft, damage, or loss.

Responsibilities & Customer Service

- The Tenant is responsible for purchasing all necessary food and supplies, preparing and serving food, and providing friendly, reliable customer service to all patrons.
- Menus should include a variety of options and consider healthy or dietary-restricted choices (e.g., vegetarian, gluten-free).
- Any complaints or service concerns will be directed to and coordinated with the Working Foreman.

Termination

- Either party may terminate this agreement with 30 days' written notice.
- Failure by the Tenant to comply with this agreement may result in immediate termination at the Township's discretion.

This agreement will commence 2025 and can be terminated by either party with 30 days written notice. This agreement will automatically terminate on April 16, 2026, unless extended at the sole discretion of the landlord.

This agreement is executed on this _____ day of _____, 2025.

Landlord:

Tenant:

Draft