

# **REQUEST FOR PROPOSAL RFP 25-03**

## **ONE (1) CONCESSION FOOD BOOTH - PORT BURWELL MUNICIPAL BEACH**



<b>ISSUE DATE:</b>	<b>September 10, 2025</b>
<b>RFP CLOSING DATE:</b>	<b>MONDAY October 6, 2025</b>
<b>CLOSING TIME:</b>	<b>1:00 P.M., LOCAL TIME</b>

**Municipality of Bayham  
P.O. Box 160  
56169 Heritage Line  
Straffordville, ON  
N0J 1Y0**

**The Corporation of the  
Municipality of Bayham**

**Request for Proposal  
for  
One (1) Concession Food Booth - Port Burwell Municipal Beach**

**Instructions to Proponents**

1. **GENERAL:** This Request for Proposal is regarding the operation of **one** concession food booth at the Port Burwell Municipal Beach for a three (3) year term, plus the option to renew for two (2) additional one-year terms. The Port Burwell Municipal Beach is an internationally recognized Blue Flag Beach, which has undergone many improvements and enhancements such as accessible viewing platform, improvements to parking and pier, naturalized area, WiFi, and emergency telephone resulting in an increase of visitors. Events such as annual Canada Day Celebrations and Beachfest also draw large crowds.

In 2025, Bayham operated a paid parking pilot program at the Municipal Beach from May 1 to September 30. Residents were eligible for Seasonal Parking Passes, and non-residents were required to pay up to \$18/day to park in either parking lot. There is the possibility this pilot program is extended into 2026, or it is made permanent.

2. **SUBMISSIONS:** Submissions shall be submitted on the forms provided, sealed in an envelope, which is clearly marked “**RFP 25-03 One (1) Concession Food Booth Port Burwell Municipal Beach.**”

Submissions will be received at the office of:

Steve Adams  
Manager of Public Works/Drainage Superintendent  
Municipality of Bayham  
56169 Heritage Line,  
Stratfordville, ON  
N0J 1Y0

not later than **1:00 P.M. local time, Monday, October 6, 2025**

**any proposal not necessarily accepted.**

The proposals will be opened shortly after 1:00 p.m. on Monday, October 6, 2025 in the Trackless Lounge located in the office of the Municipality of Bayham.

2. **RIGHT TO ACCEPT OR REJECT PROPOSALS:** Proposals may be invalidated if the forms are not properly or fully completed. **Proposals must be on the forms provided.** No substitutions will be considered. Acceptance or rejection will be at

the sole discretion of the Municipality.

3. ABILITY AND EXPERIENCE OF PROPONENT: The Corporation of the Municipality of Bayham reserves the right to reject the proposal of any proponent who does not furnish satisfactory evidence of sufficient equipment, or experience to successfully provide the service. A list of equipment will be submitted with this tender on the form provided, and a list of experience shall be included on the form provided.
4. PROPONENTS TO INVESTIGATE: It is the responsibility of the proponent to examine and satisfy himself as to the general area of the Municipality and satisfy himself as to all the terms and conditions of the contract documents.
5. INQUIRIES DURING PROPOSALS: The proponent is advised that inquiries regarding the interpretation of the proposal and contract document shall be written and directed to the Municipality of Bayham Office to Steve Adams, Manager of Public Works.  
Email: [sadams@bayham.on.ca](mailto:sadams@bayham.on.ca)
6. THE OCCUPATIONAL HEALTH AND SAFETY ACT: The successful proponent must ensure compliance with the Occupational Health and Safety Act and indemnify the Municipality of Bayham for any failure to do so.
7. LIABILITY INSURANCE: The successful proponent shall indemnify and save harmless the Municipality of Bayham, from and against all claims, demands, loss, damages, etc. The limit of Liability Insurance shall be a minimum of **Two Million** dollars (\$2,000,000.) in respect of any one accident. The successful proponent shall provide to the Municipality, proof of said insurance prior to the commencement of the contract, and maintain the insurance throughout the duration of the contract.
8. TYPE OF EQUIPMENT: Proponents submitting proposals are required to provide a list of equipment to be used in order to provide the service.
9. INSTALLMENTS: Proponents shall list and submit one monthly set of fees all-inclusive of rental, hydro, and water. The successful proponent must connect to existing services at own expense. A minimum bid of \$1,500/month is required.
10. GARBAGE AND RECYCLING: The successful proponent is responsible for disposal of all garbage and recycling. Garbage and recycling cannot be placed in municipal receptacles and cannot be stored on site. The successful proponent must provide a minimum of two (2) garbage and recycling receptacles in the booth and eating areas. All waste containers must be emptied and removed from the site at the end of each business day. No garbage storage is permitted at Municipal East Beach, and all waste must be taken off-site.

10. LEGISLATIVE REQUIREMENTS: The successful proponent shall comply with all Federal, Provincial, County and Municipal Legislation including, but not limited to, Environmental, Labour, Occupational Health and Safety, Unemployment Insurance, Workplace Safety & Insurance Board, and Human Rights. The successful proponent shall provide the Municipality with a valid WSIB Certificate.
11. HOURS OF WORK: Proponents shall submit a list of hours and days that the service will be provided. Operating Season will run from May 1 to September 30, for the term of the contract.
12. SERVICE: The successful proponent will be required to supply a Concession Food Booth at the Port Burwell Municipal Beach for the Term of the Contract.

## **SUBMISSION REQUIREMENTS**

1. PROPOSAL SUMMARY FORM
2. INSTALLMENTS
3. LIST OF EQUIPMENT - PICTURES
4. LIST OF EXPERIENCE

**The Corporation of the Municipality of Bayham**

**Proposal**

**One (1) Concession Food Booth Port Burwell Municipal Beach 2025**

**Proposal Summary**

	<b>Amount + HST</b>
Monthly Fee Payable to the Municipality of Bayham <b>Must be equal to or greater the Minimum Bid as set out in Section 9 – May through September, inclusive.</b>	

**Monthly Fee Payable to the Municipality of Bayham shall not be less than \$1,500/month+HST as set out in Section 9.**

**Closing Date: 1:00 P.M. Monday, October 6, 2025**

Date:\_\_\_\_\_

Company

Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

Telephone:\_\_\_\_\_

Fax:\_\_\_\_\_

Signed:\_\_\_\_\_

Print:\_\_\_\_\_

**NOTES:**

1. Highest or any proposal not necessarily accepted.

[illegible]

## 2025 Concession Food Booth

**The Corporation of the Municipality of Bayham  
Proposal  
One (1) Concession Food Booth Port Burwell Municipal Beach 2025**

Hours of Service		
Month	Day	Hour

**To be completed and returned with proposal.**



**The Corporation of the Municipality of Bayham  
Proposal  
One (1) Concession Food Booth Port Burwell Municipal Beach 2025**

The following is the experience of the proponent in providing similar services:


**To be completed and returned with proposal.**

**AGREEMENT**  
***Concession Food Booth – Port Burwell Municipal Beach***

THIS AGREEMENT made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2025

**BETWEEN:**

(Hereinafter referred to as the “*Vendor*”)

of the First Part

-and-

**THE CORPORATION OF THE MUNICIPALITY OF BAYHAM**

(hereinafter referred to as the “*Municipality*”)

of the Second Part

**WHEREAS** the Municipality is the registered owner of the lands legally described as (the East Beach area), Plan 12 Lots 2 to 5, W/S Erieus Street, Plan 12 Lots 3 to 5, E/S Robinson Street, being 1.10 Acre, in the Village of Port Burwell, Municipality of Bayham, County of Elgin, hereinafter referred to as the “lands”;

**AND WHEREAS** the Vendor wishes to operate one *Concession Food Booth* on a specific area of the said lands;

**AND WHEREAS** in consideration of the payment of the sum of monies as described within the context of this agreement by the Vendor to the Municipality and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Municipality grants permission to the Vendor the rights to operate a *Concession Food Booth*, hereinafter referred to as the “*Concession*” fixed in the said location adjacent to the public washroom facility as determined by the Municipality.
2. The Vendor agrees to operate the *Concession* for the sale of food and beverages for the months of May through September unless otherwise terminated in accordance with Section 14 of this Agreement.

3. The Vendor agrees to pay the Municipality \$\_\_\_\_\_/month at the start of beach season beginning in May and ending in September, inclusive, for the term of the agreement. Payments are outlined pursuant to Appendix "A".
4. The Vendor agrees to indemnify the Municipality and save it harmless from and against any and all claims, actions, damages, liability and expenses, in connection with loss of life, personal injury, or damage to property arising from any occurrence on said lands howsoever such claims may arise, providing proof of liability insurance not less than \$2,000,000 (Two Million Dollars) upon signing of contract and that the insurance shall name The Corporation of the Municipality of Bayham as an additional insured.
5. The Vendor agrees to provide at least two (2) garbage and/or recycling receptacles to be located in the immediate vicinity of the Concession.
6. The Vendor shall be responsible for maintaining the grounds in a neat and tidy condition, including daily collection and proper disposal of litter and debris etc. Garbage and recycling cannot be placed in municipal receptacles and cannot be stored on site.
7. The Vendor will observe and fulfill the lawful provisions and requirements of all statutes, by-laws, rules and regulations of Municipal, Provincial or Federal Governments, relating to the said lands and upon request, shall provide the Municipality with confirmation of inspection approvals from the Southwestern Public Health.
8. The Vendor shall not impede parking, pedestrian, or vehicular traffic to the subject lands.
9. The Vendor shall at all times have a valid WSIB certificate.
10. The Municipality shall have access to the site and surrounding area at all times.
11. The Vendor shall be permitted to connect to the existing water and hydro service provided in the public washroom facility at its own expense. Neither party shall be held responsible for any interruption of service due to weather, breakdown, and maintenance, or for any other reason.
12. The Vendor agrees that no other Concession owned by him/her shall be erected on the site whether connected to either the hydro or water service or operated by generator or propane without first having received written permission from the Municipality.

13. The Vendor understands and has no objection to the placement of other mobile Concessions by community service clubs and municipal event organizers as part of planned celebrations for a limited period of time authorized by the Municipality.
14. This Agreement may be terminated at any time by either party giving the other party 30 days written notice of termination.
15. The term of this contract is for three (3) years, with a mutual option to renew for two (2) additional one (1) year periods. The Vendor shall remove the Concession from the beach at the end of the contract season (September 30) of each year, leaving the site in as good a condition or better upon arrival.

IN WITNESS WHEREOF the Vendor and the Municipality have hereunto set their hands and Corporate Seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

**SIGNED, SEALED AND WITNESSED**

	)	<b>THE CORPORATION</b>
	)	<b>OF THE MUNICIPALITY OF</b>
<b>In the Presence of</b>	)	<b>BAYHAM</b>
	)	
	)	
	)	
	)	_____
_____	)	<b>MAYOR</b>
	)	
	)	_____
	)	<b>CLERK</b>
	)	
	)	<b>VENDOR</b>
	)	
	)	<b>per:</b>
_____	)	_____
	)	
_____	)	_____
	)	