

**REQUEST FOR PROPOSALS
FOR
FOOTBALL CONCESSION VENDOR SERVICES**

**PLYMOUTH-CANTON COMMUNITY SCHOOLS
454 S. Harvey Street
Plymouth, Michigan 48170**

*Issue Date:
May 11, 2026*

1. Purpose of RFP

Plymouth-Canton Community Schools (the “School District”) has three (3) food concession facilities located at its Plymouth-Canton Educational Park (“P-CEP”). The School District is issuing this Request For Proposals For Food Concession Vendor Services (the “RFP”) in an effort to obtain Proposals from prospective vendors to operate all three (3) the food concession facilities located at P-CEP for all home football games during the 2026, 2027 and 2028 football seasons in accordance with the terms and conditions set forth in this RFP.

2. Concession Stands/Stadium Overview

Each of the three (3) food concession facilities are utilized to service athletic facilities at each High School, but all located at P-CEP (each a “Concession Facility” and collectively the “Concession Facilities”). Information regarding the size and amenities of each Concession Facilities is set forth in Appendix A to this RFP. In addition, the following information is critical to properly operate the Concession Facilities at P-CEP:

- a) Contract Scope: All home football games, including post-season, at all levels (Freshman, Junior Varsity and Varsity) for all three teams.
- b) Three football programs with an estimated 30 - 45 home games per season (42 in the 2026 season).
- c) Three football games may occur simultaneously; vendor must staff accordingly.
- d) The Home Game Football Schedules can be found in **Appendix F**.
- e) Combined enrollment: approximately 6,000 students across the three (3) High Schools.
- f) Concession Facilities shall be open a minimum of thirty (30) minutes before the scheduled start of each football game and remain open until fifteen (15) minutes before the conclusion of the event.
- g) Concession stands are located adjacent to each football stadium on the P-CEP Campus. Stadium capacities are as follows:

An optional onsite walkthrough of the three concession facilities is scheduled as follows:

Stadium	Seating Capacity	Optional Walkthrough Date	Time
West Stadium Plymouth HS 8400 Beck Rd. Canton, MI 48187	1,250	Monday, May 18 th	9:30-9:45 am
North Stadium Salem HS 46181 Joy Rd. Canton, MI 48187	1,250	Monday May 18th	10:00-10:15 am
East Stadium Canton HS 8415 Canton Ctr. Canton, MI 48187	5,000	Monday, May 18th	10:30-10:45 am

While the School District is seeking Proposals from vendors who will operate all three (3) Concession Facilities, the School District may consider Proposals from vendors which contemplate the operation of one or more Concession Facility and the School District reserves the right to award Contracts for each Concession Facility to different vendors.

3. **Desired Services Overview**

The School District is seeking a vendor who will have exclusive rights/obligations to operate the Concession Facilities during all home football games. The vendor may utilize the respective Concession Facilities for its services, but the vendor shall be fully responsible for all aspects of the concession services, including but not limited to, food procurement, storage, preparation and service, concession personnel employment and compensation, cleaning and sanitation of the Concession Facilities, and record keeping (the “Services”). The vendor will be required to pay the School District, on a monthly basis, a fee equal to an agreed upon percentage of the vendor’s gross profits from the operation of the Concession Facilities.

a. **Minimum Menu Requirements:**

i. The School District encourages the vendor to create a distinctive, high-quality concession experience that enhances the game day atmosphere and builds customer loyalty. At a minimum, menus must include:

- Food items: pizza, hot dogs, nachos, pretzels, and other snacks
- Distinctive menu items; examples include barbeque sandwiches, mac and cheese, walking tacos
- Beverages: soda, coffee, hot chocolate, sports drinks, other bottled beverages.
- All menu items and prices must be submitted to the school District for written approval prior to any sales. Menu items should be offered at prices competitive with similar venues and facilities.
- Vendors must provide bottled drinks in conformity with the district’s provider (Pepsi products in 2026) which are excluded from the exclusive rights to operate the concession facilities.

b. Food trucks are permitted at special events in the School District's sole discretion. Any future food truck ordinance enacted by the local municipality will supersede the terms and conditions of the Contract, and an addendum may be required to ensure compliance.

- Vendors may propose food trucks in addition to their concession facilities services.

c. **Personnel and Staffing**

i. The vendor is responsible for hiring, training, and supervising all personnel required to operate the Concession Facilities. Staffing must be sufficient to cover all three (3) stadiums simultaneously when multiple games are scheduled. The vendor shall:

- Ensure all staff wear a uniform or identifying logo
- Comply with all federal, state, and local employment laws, including minimum wage, ADA, nondiscrimination, workers' compensation, and unemployment compensation
- Ensure all food handling staff hold current food safety certifications

d. **Cleanliness and Maintenance**

i. The vendor shall maintain all Concession Facilities in a clean, sanitary, and professional condition at all times, including, but not limited to:

- Keeping service counter, window, and floor service areas clean throughout hours of operation
- Keeping all storage items (boxes, cartons, etc.) out of public view

ii. The School District will supply mops, brooms, and basic janitorial supplies. All other cleaning and operational supplies are the sole cost and responsibility of the vendor, including foodstuffs, utensils, employee uniforms, aprons, and caps.

e. Financial Reporting

- i. Financial reports must include, at a minimum, the following, and provided to the school district in accordance with Section 6(c)- Records:
 - Gross sales by event date and location
 - Gross profit calculation
 - Payment amount due to each High School
 - Method of accounting used (software, platform, etc.)
- ii. Vendor must document a successful history of operating a Point of Sale (POS) system that accepts credit card payments. POS transaction summaries may be requested by the School District to verify reported sales figures.

f. Minimum Qualifications of Vendor

- i. Minimum of three (3) years of experience successfully operating and managing a concession stand or similar food service business
- ii. Demonstrated track record as an equal opportunity employer
- iii. Ability to staff and manage three (3) concurrent game-day operations
- iv. Valid food service permits and current food safety certifications for all key personnel
- v. Demonstrated financial stability and capacity to fulfill all contract obligations
- vi. Documented experience operating a Point of Sale (POS) system with credit card processing capability

4. Equipment and Utilities

It is the intent of this RFP that the awarded vendor may use the School District's concession equipment, an inventory of which is set forth in **Appendix A**, by location (the "Equipment"). All general and customary maintenance for the equipment shall be performed by the School District; however, the vendor shall be responsible for repairing the equipment, if it is damaged due to the acts or omissions of the vendor or its employees, contractors or agents, at its sole cost and expense, utilizing qualified and authorized service personnel and manufacturer approved replacement parts. All repair of the Equipment shall be completed in a commercially reasonable time, not to exceed seven (7) days, to ensure all Equipment is in working order and available for use. At the end of the Contract Term, the Concession Facilities and all Equipment shall be in a clean and sanitary condition and returned to the School District in proper working order, ordinary wear and tear excepted. If the vendor desires to purchase equipment in addition to the Equipment, the vendor may do so at its sole cost and expense. Said additional equipment shall remain the property of the vendor and vendor shall maintain and repair said equipment at its sole cost and expense. If the vendor desires not to use the Equipment as part of its Services, please indicate on the Proposal Pricing Form.

The School District will provide and pay for all utility services (electric, gas, water) to each Concession Facility. The school District will also be responsible to provide pest control services, as required.

5. Licensing and Compliance with Laws

The vendor shall comply with any and all federal, state, or local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to operating the food Concession Facilities and providing the food concession Services anticipated in this RFP and the Contract, including, but not limited to, all applicable health certifications and ServSafe® certifications to ensure that all state and local regulations are being met by the vendor for preparing or serving food on any School District property. The vendor shall also comply with all applicable the School District's policies, which policies can be found on the School District's website as follows: <https://www.pccsk12.com/about/board>.

6. Contract Characteristics

This is a Request For Proposals only. Proposals will be treated as offers to enter into a contractual service arrangement for the operation of the Concession Facilities in accordance with the terms and conditions of the Services Contract attached hereto as **Appendix B** (the “Contract”). The Contract contains many details relative to the Services required under this RFP, as well as the terms and conditions under which the Services shall be provided by the successful vendor. The Contract should be reviewed carefully by each vendor prior to submitting a Proposal. Following the selection of the successful vendor by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the School District’s legal counsel. The following sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Services. This information is provided to assist the vendor in evaluating the School District and submitting a Proposal and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the vendor.

- a. **Contract Term and Renewal.** The Contract shall commence as of August 1, 2026, and the initial term of the Contract shall be for three (3) football seasons ending December 31, 2028 (the “Term”). The School District shall have the option, in its sole and absolute discretion, to renew the Contract by up to two (2) additional school years on a year-to-year basis, subject to the written approval of the School District (each a “Renewal Term” and collectively the “Renewal Terms”). The Contract may be terminated in accordance with the terms contained therein.
- b. **Times and Products Served.** The vendor shall only perform the Services on such days and at such times as agreed upon by the School District. The vendor shall not offer, sell or serve any alcoholic beverages or any other food or products prohibited by law.
- c. **Records.** The vendor shall maintain such records (supported by invoices, receipts, or other evidence) as required, or as the School District will need, to meet monthly reporting responsibilities. The vendor shall submit monthly statements in a format approved by the School District documenting the revenue generated by the vendor at the Concession Facilities for the prior month, along with a check in amount equal to the agreed upon percentage of vendor gross profits as the Service Fee. All books and records of the vendor pertaining to the Concession Facilities operations shall be made available, upon demand, in an easily accessible manner, to the School District, and subject to audit by the School District. The vendor shall maintain these records for a period of three (3) years from the end of the Contract Term (including renewals) to which they pertain for audit, examination, excerpts, and transcriptions by the School District and/or any state or federal representatives and auditors or longer should any audit for that time still be open.
- d. **Hold Harmless.** The vendor shall indemnify, defend and hold the School District harmless pursuant to the terms and conditions of the Contract.
- e. **Insurance.** The vendor shall provide proof of insurance as required in the Contract before commencing any Services.
- f. **Independent Contractor.** The vendor acknowledges that it is an independent vendor and not an agent or representative of the School District. The employees of the vendor are not employees of the School District and all vendor employees shall remain directly accountable to the vendor for the Term of the Contract. The vendor has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of the Contract.
- g. **Purpose of Services.** The food concession Services performed by the vendor under the Contract shall be operated and maintained as a benefit to the School District’s facilities and its students, faculty, staff and spectators at football athletic contests. The vendor shall not utilize the Concession Facilities or any School District property or Equipment for any other purpose.
- h. **Use of Concession Facilities.** The School District will make available the Concession Facilities in accordance with the Contract. The vendor shall be responsible to clean and sanitize all areas of the Concession Facilities and the vendor shall place garbage and trash in containers in designated areas as specified by the School District.
- i. **Background Checks.** All vendor employees, contractors and agents who will perform any Services will be subjected to background checks through the Michigan State Police Internet Criminal History Access

Tool (“ICHAT”) prior to commencing any work under the Contract. The vendor shall be responsible for all costs and expenses associated with the above-required background checks. The vendor shall supply all necessary data and information, as requested by the School District, to enable the School District to perform the background checks and to properly submit vendor and its employees, contractors and agents for inclusion in the State of Michigan Department of Education’s list of “registered educational personnel.” The vendor acknowledges and agrees that all background checks must be completed through the School District and the School District will not accept any background checks conducted through the vendor.

7. Proposal Requirements

All Proposals must include the following information and any Proposal not providing the required information may be disqualified on that basis.

- a. A detailed summary of the vendor’s experience providing similar food concession services. Please highlight any food concession services provided to educational institutions, if applicable.
- b. Provide a list of three (3) professional references, including any current and/or former entities that the vendor currently provides or has provided food concession services, with current contact information (names, addresses, phone numbers) who have firsthand knowledge of the vendor's concession operations.
- c. Sample menu with proposed pricing for all items
- d. Current inventory list of concession equipment owned or leased (in good working condition) intended for use in fulfilling the services to the School District
- e. Documentation of POS system experience, including credit card processing capability
- f. Proposed gross sales commission/profit-sharing commitment for each year of the contract with sample monthly statements to be submitted with payment
- g. A staffing plan demonstrating capacity to cover all three (3) stadiums simultaneously
- h. A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the vendor, including an explanation of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or in the vendor’s opinion are not applicable to the vendor.
- i. Evidence of the vendor’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the vendor and the School District.
- j. Evidence that the vendor has obtained and/or has the ability to obtain all necessary health certifications set forth in this RFP, the Contract or otherwise required by law, including copies of all food safety certifications held by the vendor and key personnel.
- k. A completed Familial Disclosure Affidavit provided as **Appendix C**.
- l. A completed Iran Linked Business Affidavit provided in **Appendix D**.
- m. A completed Proposal Pricing Form provided in **Appendix E**.

While the School District is seeking Proposals from vendors who will operate all three (3) Concession Facilities, the School District may consider Proposals from vendors which contemplate the operation of one or more Concession Facility and the School District reserves the right to award Contracts for each Concession Facility to different vendors.

The School District reserves the right to negotiate with any or all vendors that submit Proposals and any and all documentation memorializing the transaction will be negotiated and will be subject to the review and approval of the School District and the School District's legal counsel.

8. Proposal Submission and Deadline

a. Due Date

The Due Date for receipt of Proposals is:

May 29, 2026 at 1 p.m. (local time) (the "Due Date") at which time proposals will be publically opened and read aloud.

b. Format

The Proposal should be clear and concise. Proposals **must** be sealed and submitted in an opaque envelope (or equivalent) containing and marked in the lower left-hand corner as follows:

SEALED PROPOSAL ENCLOSED
FOOTBALL CONCESSION VENDOR SERVICES
[Vendor's Name]
[Vendor's Address]
[Vendor's Telephone Number]

The Proposal must also be addressed and delivered as follows:

PLYMOUTH-CANTON COMMUNITY SCHOOLS
Attention: Kenetra Tisby
454 S. Harvey Street
Plymouth, Michigan 48170

- c. **Each Proposal must contain an original and three hard copies** and signed by an authorized member of the vendor. This member should be the highest-ranking officer at the local level.
 - d. NO ORAL, FAX or E-MAILED Proposals will be accepted.
 - e. Proposals must be received by the School District, as directed above, by the Due Date and Time. Each vendor is responsible for submission of its Proposal. Proposal or Proposal revisions received after the Due Date and Time specified above will not be accepted or considered. The School District is not liable for any delivery or postal delays or any other delays affecting vendor's Proposal submission. All Proposal received after the Due Date will be unopened and made available to the respective vendor for pick-up, at their sole cost and expense for a period of two (2) weeks from the Due Date.
 - f. A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, any negotiations incidental to its Proposal or this RFP, and for the costs of the proposed development.
 - g. The School District intends to communicate with vendors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include e-mail.
 - h. From the issue date of this RFP until a vendor(s) is selected and the selection announced, a prospective vendor shall not communicate about the subject of this RFP or a vendor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students or employees, except for additional Requests For Clarification in accordance Section 11 below, or as otherwise required by applicable law.
 - i. If it becomes necessary to revise any part of this RFP, all addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each vendor must in its Proposal, to
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avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a vendor to receive, or acknowledge receipt of, any addendum shall not relieve the vendor of the responsibility for complying with the terms thereof.

- i. Each vendor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a vendor.
- j. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.
- k. The School District intends that all vendors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a vendor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.
- l. Any decision made by the School District, including the vendor selection, shall be final.
- m. By submission of a Proposal, the vendor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

9. Exceptions to RFP

Any exceptions to the terms and conditions contained in this RFP or the Contract, or any other special considerations or conditions requested or required by the vendor relative to this RFP or the form of Contract **must** be expressly/specifically enumerated by the vendor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the vendor's opinion are not applicable to, the vendor, provided however, that exceptions or special conditions of the vendor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract.

10. Reservation of Rights

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the vendor(s) submitting the best financial Proposal. The School District reserves the right to request additional information from any or all vendors, and/or negotiate with the vendors concerning their Proposals. The School District reserves the right to select, if any, one or more vendors to perform the Services. In the event a vendor's Proposal is accepted by the School District and the vendor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to thereafter nullify its acceptance, to reject the Proposal and award the Services to another vendor.

11. Requests for Clarification

Questions or requests for clarification regarding this RFP **MUST** be directed to Kenetra Tisby via email at Kenetra.Tisby@pccsk12.com. All Requests for Clarification must be submitted in writing via email at by May 20, 2026 at 2 p.m. The School District will provide responses to all Requests for Clarification by 4 p.m. on May 22, 2026.

12. Evaluation Criteria & Scoring

All Proposals received by the Due Date will be evaluated by appropriate District officials. A recommendation will be submitted to the Chief Finance Officer based on the following weighted scoring rubric:

Evaluation Criteria	Point Value
Financial Offer & Profit-Sharing Commitment	25
Staffing Plan & Capacity per proposal	20
Food Safety Certifications & Practices	20
Experience in Concession/Food Service Operations	15
Sample Menu, Pricing, and Product Diversity	10
Operations & Maintenance Plan	10
Financial Reporting Methodology	5
TOTAL	100

The School District reserves the right to request presentations from shortlisted vendors before making a final selection. The Contract will not necessarily be awarded to the highest amount of profit sharing vendor. While the School District reserves the right to accept or reject any and all Proposals, in whole or in part, at any time, the School District may select a number of finalists to be asked to provide additional information, including financial qualifications or to make revisions to their Proposals that the School District deems necessary to select a successful vendor(s). The presentation may include a tasting of the vendor’s proposed menu items.

13. RFP Timeline

- RFP Issuance: May 11, 2026
- Optional Concession Facilities Walkthrough: Monday, May 18, 2026 (West turf @ 9:30 a.m., North turf @ 10:00 a.m., East turf at 10:30 am)
- Deadline for Requests For Written Clarifications: 2:00 PM Local Time, May 20, 2026
- Responses To Issued Requests For Written Clarifications: 4:00 PM Local Time, May 22, 2026
- Proposal Due Date and Time: May 29, 2026, 1:00 PM Local Time
- Proposal Review & Evaluation: Week of June 1, 2026
- Finalist Interviews/Presentations (if requested): Week of June 8, 2026
- Selection of Vendor and contract execution: week of June 15, 2026
- Contract Start Date: August 1, 2026

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFP timeline as it determines to be in its best interest.

APPENDIX A

Concession Facilities' Descriptions

Existing Concessions Equipment by Location

Location	Existing Equipment
East Stadium Concessions Canton High School 8415 Canton Center Rd. Canton, MI 48187	<ul style="list-style-type: none">• Sink(s)• Storage racks• Refrigerator
North Stadium Concessions Salem High School 46181 Joy Road Canton, MI 48187	<ul style="list-style-type: none">• Pizza warmer• Freezer• Refrigerator• Pretzel warmer• Cupboard/storage space• Sink(s)
West Stadium Concessions Plymouth High School 8400 Beck Road Canton, MI 48187	<ul style="list-style-type: none">• Ice Machine• Sink(s)• Storage racks• Refrigerator / Display Cooler

APPENDIX B
Form of Contract
Attached

FOOTBALL CONCESSION VENDOR SERVICES CONTRACT

THIS FOOTBALL CONCESSION VENDOR SERVICES CONTRACT (hereinafter “Contract”) is made and entered into this 1st day of August 2026 (hereinafter “Effective Date”), by and between **PLYMOUTH-CANTON COMMUNITY SCHOOLS**, a Michigan general powers school district, whose address is 454 S. Harvey Street, Plymouth, Michigan 48170 (hereinafter referred to as “School District”) and _____, a Michigan _____, whose address is _____ (hereinafter referred to as “Vendor”). The School District and the Vendor may each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

- A.** The School District issued a Request For Proposals For FOOTBALL CONCESSION Vendor Services dated May 11, 2026, (collectively the “RFP”), the purpose of which was to solicit Proposals from qualified vendors to operate all three (3) FOOTBALL CONCESSION Facilities, one at each of its High Schools, located at its Plymouth-Canton Educational Park (“P-CEP”) (each a “Concession Facility” and collectively the “Concession Facilities”) at all home football games in accordance with the terms and conditions contained in the RFP and the requirements/specifications included therein (the “Services”).
- B.** In response to the RFP, the Vendor submitted to the School District a Proposal dated _____, 202____, to perform the Services contemplated by the RFP.
- C.** The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Vendor’s Proposal to the RFP. The Vendor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated herein by reference, and marked as **Exhibit A** (collectively referred to as the “Proposal”). Any terms and conditions proposed by Vendor as part of its Proposal are not a part of this Contract unless specifically accepted by the School District in writing and contained in **Exhibit A**.
- D.** Pursuant to the terms of the RFP, the Vendor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal.
- E.** The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified, and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW, THEREFORE, for and in consideration of the Commission / Profit Sharing and other good and valuable consideration to be paid by the Vendor to the School District, the School District and Vendor agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) Incorporation By Reference. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Vendor's Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Vendor's Proposal.

(b) Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Exhibits attached hereto;
2. The RFP, including the requirements/specifications contained therein; and
3. The Vendor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Vendor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. TERM AND TERMINATION

(a) This Contract shall commence on the Effective Date and the initial term of the Contract shall be for three (3) football seasons ending December 31, 2028 (the "Term"). The School District shall have the option, in its sole and absolute discretion, to renew the Contract by up to two (2) additional school years on a year-to-year basis, subject to the written approval of the School District (each a "Renewal Term" and collectively the "Renewal Terms"). The Contract also may be terminated in accordance with the terms contained herein.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Vendor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Notwithstanding the foregoing, if any actions or inactions of Vendor, its employees, contractors or agents, pose a serious or imminent threat to the health and safety of any person, the School District may terminate this Contract immediately if such default is not cured by Vendor within twenty-four (24) hours of Vendor's receipt of written notice of such default.

(c) Upon termination of this Contract by the School District for breach or default of the Vendor pursuant to this Paragraph, the Vendor shall pay the School District an amount equal to the agreed upon percentage of the Vendor's gross profits as the Service Fee, until the accrued Service Fee is paid in full through the date of termination without waiver of damages, if any, flowing from Vendor's acts, errors, or omissions. The School District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Contract or to recover damages for the breach of this Contract.

(d) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all sixty (60) days prior written notice to the Vendor. In the event of a termination for convenience, the Vendor shall continue to pay the School District an amount equal to the agreed upon percentage of the Vendor's gross profits as the Service Fee until the accrued Service Fee is paid in full through the date of termination without waiver of damages, if any, flowing from Vendor's acts, errors, or omissions.

(e) Notwithstanding the foregoing, if the School District determines that the Vendor is not maintaining the Concession Facilities in a sanitary condition, is serving food or beverages in a manner that is not in compliance with the law, the Vendor fails to provide the Services as required by this Contract, or the Vendor is otherwise not strictly adhering to the terms and conditions of this Contract, the School District may terminate this Contract immediately upon written notice to the Vendor. In the event of a termination, the Vendor shall continue to pay the School District an amount equal to the agreed upon percentage of the Vendor's gross profits as the Service Fee until the accrued Service Fee is paid in full through the date of termination without waiver of damages, if any, flowing from Vendor's acts, errors, or omissions.

3. SERVICE FEE AND RECORD KEEPING

(a) Vendor shall pay the School District Commission / Profit Sharing on a monthly basis equal to _____ (____%) percent of the Vendor's gross profits derived from the operation of the Concession Facilities for the prior month. The Service Fee shall be paid within ten (10) days of the end of each month.

(b) At the expiration of this Contract, or if this Contract is terminated prior to the expiration thereof, the Vendor shall pay the then accrued Service Fee within ten (10) days of the expiration or earlier termination of this Contract.

(c) If Vendor fails to pay the Service Fee when due, interest shall accrue on all unpaid Service Fees from the due date until such is paid, at the lesser of six percent (6%) per annum, or the maximum rate permitted by law.

(d) The Vendor shall maintain such records (supported by invoices, receipts, or other evidence) as required, or as the School District will need, to meet monthly reporting responsibilities. The Vendor shall submit monthly statements in a format approved by the School District documenting the revenue generated by the Vendor at the Concession Facilities for the prior month, along with a check in amount equal to the Service Fee percentage set forth in Section 3(a) above. All books and records of the Vendor pertaining to the Concession Facilities operations shall

be made available, upon demand, in an easily accessible manner, to the School District, and subject to audit by the School District. The Vendor shall maintain these records for a period of three (3) years from the end of this Contract Term (including renewals) to which they pertain for audit, examination, excerpts, and transcriptions by the School District and/or any state or federal representatives and auditors or longer should any audit for that time still be open.

(e) The Vendor agrees to conduct an internal review of all records and documentation associated with the Services with the School District every sixty (60) days to ensure that the Vendor is complying with all applicable laws, rules and regulations and paying the proper Service Fee.

(f) If any School District review or audit of Vendor's records, or the internal reviews, determine that additional Service Fees are owed, the Vendor shall pay all additional Services Fees within five (5) days, plus any additional amounts owed under Section 3(c) above.

(g) If the Vendor fails to perform any Services for a scheduled football game, and fails to provide the School District with at least forty-eight (48) hours advance written notice of such inability to perform the Services for a specified date, the Vendor shall be liable to the School District for liquidated damages in the amount of \$500 per missed event during the football season.

4. PERMITTED USE OF CONCESSION FACILITIES

(a) The Services performed by the Vendor under this Contract shall be operated and maintained as a benefit to the School District's facilities and its students, faculty, staff and spectators at football athletic contests. The Vendor shall not utilize the Concession Facilities or any School District property or Equipment for any other purpose.

(b) The Concession Facilities will be available to the Vendor and the Vendor shall only perform the Services at home football games. The Vendor must have the Concession Facilities cleaned and vacated no later than one (1) hour after the conclusion of the football game.

(c) The Vendor acknowledges that School District shall have access to and use of the Concession Facilities when it is not being used by Vendor in accordance with 4(b) above.

(d) Vendor shall not use the Concession Facilities or permit the Concession Facilities to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. Vendor shall use and occupy the Concession Facilities subject to all School District policies, procedures and regulations. Vendor shall not perform any acts or carry on any practices which may injure or damage the Concession Facilities or any School District property or Equipment or be a nuisance and shall keep the Concession Facilities clean, sanitary and free from rubbish and dirt at all times.

(e) The School District will be responsible for all reasonable utilities for the Concession Facilities. The School District shall not be responsible for interference with, or interruption or failure of, any such services or utilities.

5. INSURANCE AND INDEMNIFICATION

(a) Vendor, at its sole cost and expense, shall procure and maintain throughout the Term and any Renewal Term(s) (See Contractors Certificate of Insurance(s) attached hereto as **Exhibit B**):

1. Commercial General Liability Insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of one person, and not less than Two Million and 00/100 Dollars (\$2,000,000.00) for injury or death of more than one person, in any one accident or occurrence; and property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars.

2. Products liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
3. Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$500,000 each accident, each disease, or each employee.
4. Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.
5. Products and Completed Operations AND Food/Products Liability \$500,000-\$1,000,000 – often sub-limited or separate (this is where food borne illnesses would be covered – covers bacteria (i.e. salmonella, Foreign objects, and mislabeling (i.e. allergens)).

The policy or policies of such insurance shall be written so as to include School District within the protection thereof by naming School District as an additional insured. Vendor agrees to deliver to School District, prior to commencing any Services and upon the receipt of a request thereafter, either a duplicate original or certificate of all policies procured by Vendor in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to School District. Vendor may, at its option, bring its obligation to insure under this Section within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of School District shall thereby be as fully protected as they would otherwise if this option to Vendor to use blanket policies were not permitted.

(b) Vendor and any of its employees, agents or Vendors shall not use, generate, manufacture, transport, treat, store, process, dispose, discharge, emit, or release any hazardous materials or substances at, on, under or from the Concession Facilities or the School District property.

(c) Vendor agrees that it shall be responsible for all liability that may arise out of its, or its employees, contractors, agents, invitees, licensees or customers' activities performed in connection with any aspect of the Services or operation of the Concession Facilities or use of the Concession Facilities. Accordingly, Vendor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, obligations, damages, or injuries or liabilities to persons or properties, environmental issues, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with: (i) Vendor's and its employees, contractors, agents, or representatives breach of any term or condition of this Contract; (ii) Vendor's and its employees, contractors, agents, or representatives access to and use of the Concession Facilities in conjunction with any portion of the Services; and (iii) any acts or omissions of Vendor, and its employees, contractors, agents, or representatives, in connection with their respective activities at the Concession Facilities or on School District property or in conjunction with the operation of the Services. The Vendor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under the Contract. This Paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Contractor's insurance obligations contained in this Contract.

6. LICENSES, FEES, TAXES AND COMPLIANCE WITH LAWS

(a) The Vendor shall comply with any and all federal, state, or local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to operating the

Concession Facilities and providing the FOOTBALL CONCESSION services anticipated in this Contract, including, but not limited to, all applicable health certifications and ServSafe® certifications to ensure that all state and local regulations are being met by the Vendor for preparing or serving food on any School District property.

(b) The Vendor shall be responsible for the collection and payment of any sales tax from the sale of any food or goods at the Concession Facilities. Vendor shall be responsible for any other taxes (including use taxes) associated with its Services or the use of the Concession Facilities by Vendor.

(c) The Vendor shall be responsible for paying all applicable taxes and fees including, but not limited to, excise tax, state and local income tax, and payroll and withholding taxes for Vendor employees.

(d) The Vendor shall hold the School District harmless for all claims arising from payment of such taxes and fees.

(e) The Vendor shall obtain and post all licenses and permits as required by federal, state, and/or local law.

(f) The Vendor shall comply with all local and state sanitation requirements in the preparation of food.

(g) The Vendor shall comply with all applicable School District policies.

7. ASSIGNMENT AND SUBLEASE

The Vendor shall not assign this Contract or sublease the Concession Facilities and its rights or obligations herein, in whole or in part, without the School District's prior written consent, which consent may be withheld in the School District's sole and absolute discretion.

8. MISCELLANEOUS

(a) Counterparts. This Contract may be executed in any number of counterparts, none of which has been executed by all the Parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument. Copies of signatures shall be deemed as effective as original signatures.

(b) Severability. Whenever possible, each provision of this Contract and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Contract.

(c) Binding Agreement. This Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the Parties hereto.

(d) Governing Law. This Contract shall be governed by the laws of the State of Michigan, with venue being Wayne County, Michigan.

(e) Notices. Any notice under this Contract must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). In the case of a notice from the Vendor to School District, notice must be provided to School District's Superintendent at the address set forth in the preamble of this Contract. In the case of a notice from School District to the Vendor, notice must be provided to the Vendor's _____ at the address set forth in the preamble of this Contract.

(f) Entire Agreement. The Vendor and School District agree this document is the entire agreement concerning the subject matter. Accordingly, this Contract supersedes any and all other

understandings or agreement, verbal or written, and may not be modified except by another written agreement executed by a legally authorized representative of the Vendor and School District.

(g) Compliance with Laws. School District and the Vendor shall abide by and adhere to all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the performance of any of their respective obligations under this Contract.

(h) Captions. The captions in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Contract nor in any way shall affect this Contract or the construction of any provision hereof.

(i) Waiver. A Party may not waive any default, condition, promise, obligation or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Contract, or to the exercise any right or remedy in the event of default, shall constitute a waiver of any such default of such covenant, agreement, term or condition.

(j) Authorized Signatory. Each Party represents that the individual executing this Contract is duly authorized by and has the authority to execute this Contract and bind, the respective Party.

The Parties hereto on this day execute this FOOTBALL CONCESSION Vendor Services Contract as of the Effective Date.

PLYMOUTH-CANTON COMMUNITY SCHOOLS

[NAME OF VENDOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

Vendor's Proposal

EXHIBIT B

Insurance Certificates

APPENDIX E

PLYMOUTH-CANTON COMMUNITY SCHOOLS

REQUEST FOR PROPOSALS FOR FOOD CONCESSION VENDOR SERVICES

Proposal Pricing Form

Vendor Information	
Vendor Name:	
Business Address:	
Contact Person:	Fax:
E-Mail:	Telephone:

A. SALES COMMISSION / PROFIT SHARING

The School District is requesting the percentage (%) of gross profits that each vendor would offer as its "Sales Commission" to perform the Services in accordance with the Contract.

Sales Commission	% of Gross Profit
Contract Term (2026-2028)	_____ %
Renewal Term 1 (2028-2029)*	_____ %
Renewal Term 2 (2029-2030)*	_____ %

* = If exercised by the School District.

B. EQUIPMENT

Will the vendor utilize the School District's Equipment as listed in the RFP?

_____ Yes
_____ No

Will the vendor provide any additional equipment to be used in the Concession Facilities?

_____ Yes
_____ No

If yes, please list:

C. EXCEPTIONS/ALTERNATES

Please provide a detailed list of any exceptions, alternates or special considerations you have to the terms and conditions of the RFP. This must include a detailed reference to the corresponding section of the RFP, and explanations for the same. (Use additional pages if necessary).

D. ACKNOWLEDGEMENT OF ADDENDA TO THE RFP

The Vendor acknowledges the following addenda that were issued to the RFP, if any:

<u>Addendum Number</u>	<u>Date</u>
1	_____
2	_____
3	_____

The undersigned vendor acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Proposals received in response to this RFP; (ii) to waive informalities and irregularities in the RFP process; (iii) to award the Contract to other than the vendor with the greatest financial Proposal; and (iv) to award the Contract to one (1) or more vendor. If awarded the Services, the vendor agrees to enter into the form of Contract with the School District, and to furnish the Services in strict accordance with, this RFP and the Contract. By submitting a Proposal, the vendor certifies that its Proposal, as submitted, complies with all terms and conditions as set forth in this RFP, unless specifically enumerated as an exception as part of our Proposal. (Use additional pages if necessary).

Vendor Name: _____

Authorized Signature: _____

Name: _____

Position/Title: _____

Date: _____

APPENDIX F

Home Game Football Schedules Fall 2026 Attached

Canton HS

Plymouth HS

Salem HS

Football

Boys Varsity

			<u>Place</u>	<u>Time</u>
Thursday	09/03/26	Northville	East Turf	7:00 PM
Friday	09/18/26	Plymouth High School	East Turf	7:00 PM
Friday	09/25/26	Belleville High School	North Turf	7:00 PM
Friday	10/02/26	Salem High School (Homecoming)	East Turf	7:00 PM
Friday	10/16/26	Wayne	North Turf	7:00 PM

Boys JV

Wednesday	08/26/26	Churchill	West Turf	6:30 PM
Thursday	09/10/26	Novi High School	East Turf	6:30 PM
Thursday	09/17/26	Plymouth High School	North Turf	6:30 PM
Thursday	10/01/26	Salem High School	East Turf	6:30 PM
Thursday	10/22/26	OPEN (KLAA Crossover)	East Turf	6:30 PM

Freshman Boys

Wednesday	08/26/26	Churchill	West Turf	4:30 PM
Thursday	09/10/26	Novi High School	East Turf	4:30 PM
Thursday	09/17/26	Plymouth High School	North Turf	4:30 PM
Thursday	10/01/26	Salem High School	East Turf	4:30 PM
Thursday	10/08/26	Fordson	East Turf	4:30 PM
Thursday	10/22/26	OPEN (KLAA Crossover)	East Turf	4:30 PM

**Team Schedule
Boys**

Plymouth HS
8400 Beck Rd
Canton, MI 48187

Football 8/14/2026 to 10/30/2026

Football

Boys Varsity

			<u>Place</u>	<u>Time</u>
Thursday	08/27/26	Monroe	West Turf	7:00 PM
Friday	09/18/26	Canton High School	East Turf	7:00 PM
Friday	09/25/26	Northville	East Turf	7:00 PM
Friday	10/06/26	Crestwood	North Turf	7:00 PM
Friday	10/16/26	Belleville	West Turf	7:00 PM

Boys JV

Wednesday	09/02/26	Fordson	West Turf	6:00 PM
Thursday	09/10/26	Salem High School	West Turf	6:00 PM
Thursday	10/08/26	Novi	West Turf	6:00 PM

**Freshman
Boys**

Wednesday	09/02/26	Fordson	West Turf	4:30 PM
Thursday	09/10/26	Salem High School	West Turf	4:30 PM
Thursday	10/08/26	Novi	West Turf	4:30 PM
Thursday	10/15/26	Northville High School	Home	4:30 PM
Thursday	10/22/26	OPEN (KLAA Crossover)	West Turf	TBD

Football

Boys Varsity

			<u>Place</u>	<u>Time</u>
Thursday	09/03/26	Novi High School	North Turf	7:00 PM
Friday	09/11/26	Plymouth High School	East Turf	7:00 PM
Friday	09/18/26	Belleville High School	North Turf	7:00 PM
Friday	10/09/26	Westland-John Glenn (Homecoming)	East Turf	7:00 PM

Boys JV

Wednesday	08/26/26	Utica Ford II	North Turf	6:30 PM
Thursday	09/24/26	Fordson High School	East Turf	6:30 PM
Thursday	10/01/26	Canton High School	East Turf	6:30 PM
Thursday	10/15/26	Northville High School	North Turf	6:30 PM
Thursday	10/22/26	OPEN (KLAA Crossover)	North Turf	6:30 PM

Freshman Boys

Wednesday	08/26/26	Utica Ford II	North Turf	4:00 PM
Thursday	09/24/26	Fordson High School	East Turf	4:00 PM
Thursday	10/01/26	Canton High School	East Turf	4:00 PM
Thursday	10/15/26	Northville High School	North Turf	4:00 PM
Thursday	10/22/26	OPEN (KLAA Crossover)	North Turf	4:00 PM