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| **REQUEST FOR PROPOSALS (“RFP”)** |
| Requirement | Operation of Concession Space at the Grand Valley and District Community Centre |
| RFP# | 2025-1 |
| Issued By | Grand Valley and District Community Centre (the “Community Centre”)90 Main St. N., Grand Valley, Ontario L9W 5S7 |
| Issue Date | June 10, 2025 |
| Bidding System | Through email or in person to the Community Centre Contact |
| RFP Documents | RFP documents are accessible via the Bidding System. Potential bidders need to create an account on the Bidding System and register for this RFP. |
| Pre-Bid Meeting  | All Bidders must view the concession space prior to submitting a proposal. To view the space and existing equipment and to set up a time for viewing either call or email James Allen at 519-928-2830 or jallen@townofgrandvalley.ca  |
| Bidder Questions | Questions related to this RFP must be submitted through the Bidding System. |
| Deadline for Questions | The Community Centre will respond to questions received by **5:00:00 PM ET** on **July 8, 2025** |
| Bid Submission | Bids must be submitted electronically via the Bidding System. |
| Submission Deadline | Bids must be received by the Bidding System by **2:00:00 PM ET** on **July 10, 2025** |
| Community Centre Contact | James Allen 519-928-2830 jallen@townofgrandvalley.caemail/in person Grand Valley and District Community Centre90 Main Street NorthGrand Valley, ON |
| Contract Award Date | The Community Centre anticipates that the contract will be awarded in September 2025 |
| Contract Term | The Contract Term is specified in the Scope of Work in Part 2 of this RFP. |

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# PART 1: RFP PROCESS

## Introduction

## The Community Centre is seeking Bids from suppliers of the goods and/or services detailed in the Scope of Work in Part 2 of this RFP.

## Definitions

In this RFP document:

“Bid” or “proposal” means a submission by a potential Contractor in response to this RFP.

“Bidder” or “proponent” means a potential Contractor that submits a Bid.

“Contractor” means a selected Bidder that enters into a contract with the Community Centre to provide the Work.

“Work” means all the goods and services to be provided by the Contractor, as specified in the Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this RFP document.

## RFP Overview

## This RFP is comprised of the following parts:

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| Part 1: RFP Process  | This part describes the competitive process and provides instructions for submitting a bid. |
| Part 2: Scope of Work | This part sets out the Scope of Work that form part of the contract. It describes the Work that the Contractor will be expected to provide or perform and includes insurance and contract security requirements.  |
| Part 3: Contract | This part includes the form of contract that will be used to finalize the contract for the Work with the selected Bidder.  |
| Schedule 1: Bidder’s Workbook | This Schedule summarizes the bid evaluation and ranking method and consolidates all the requested information to be submitted by the Bidders in response to the RFP. It includes any forms that the Bidders must submit with their Bids and/or copies of any forms that are to be completed by the Bidders online in the Bidding System. |

## Non-Binding RFP Process

This RFP process is non-binding. This means it does not create contractual obligations between the Community Centre and the Bidders. In other words, the Community Centre does not intend to enter into what is commonly referred to as “Contract A”. No contractual relationship will be formed until the Community Centre enters into a contract with a Contractor for performance of the Work.

The Community Centre is not legally obligated to award a contract to any Bidder and Bidders are not legally obligated to enter into a contract with the Community Centre. If a Bidder submits a Bid and then decides for any reason that they no longer want to participate in the RFP process, the Bidder may choose to withdraw their Bid at any time before entering into the contract.

## Pre-Bid Communications and Addenda

###  Questions

Potential Bidders should submit any questions prior to the Deadline for Questions. Questions related to this RFP must be submitted through the Bidding System.

If there is anything in this RFP that is unclear or raises any concerns, potential Bidders should ask for clarification or explanation. Questions must be submitted before the Deadline for Questions, to allow time for responses to be posted before the Submission Deadline.

###  Response to Bidder’s Questions

Responses to questions received by the Deadline for Questions will be provided through an addendum posted on the Bidding System. Addenda that are posted will include questions and answers, but will not identify the Bidders that submitted the questions.

The Community Centre will make reasonable efforts to provide Bidders with written responses to all questions; however, the Community Centre may edit questions for clarity, exclude questions that are either unclear or inappropriate, and provide a single answer to similar questions posed by multiple Bidders.

###  Additions or Changes to RFP

If the Community Centre needs to make any additions or changes to the RFP, they will be made through an addendum posted on the Bidding System. Each addendum forms an integral part of this RFP and may contain important information and significant changes to this RFP. Bidders are solely responsible for obtaining all addenda and it is important that potential Bidders check the Bidding System for addenda right up until the Submission Deadline.

## Bid Preparation

###  General Requirements

Bidders should use the Bidder’s Workbook in Schedule 1 to organize and submit the requested information. To be considered, Bids must:

1. be written in English;
2. respond to the Community Centre’s requirements; and
3. include all requested pricing information in Canadian dollars.

###  No Assumptions

Bidders should not make assumptions about the Community Centre’s requirements when preparing their Bid. If more information is needed Bidders should submit their questions prior to the Deadline for Questions. Bidders should not include statements in their Bid that conflict with what is asked for in this RFP. Bids that are based on assumptions, conditions, restrictions or qualifications that don’t align with the Scope of Work or Contract may be rejected or the Community Centre may require that such assumptions, conditions, restrictions and qualifications be removed from the Bid before it can be considered further.

###  Equivalents (if applicable)

When a component of the Work is specified by its trade or other name (whether such name is followed by the phrase ‘or approved equivalent' or not), the Community Centre will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Community Centre’s sole and absolute discretion. Bidders should request the Community Centre’s opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Submission Deadline and avoid unnecessary investment in Bid preparation effort.

###  Multi-Party Bids

Bids may contemplate performance of the Work by a multi-party team, meaning two or more separate companies or businesses working together to perform the Work. In such cases, the Bid should clearly describe the proposed roles and responsibilities of each team member and must clearly identify one member of the multi-party team as the “Bidder”.

The Bidder will be the primary contact for all communications with the Community Centre during the Bid submission and evaluation process and, if selected, the contract finalization process. If successful, the Bidder will be the legal entity that will contract with the Community Centre and will assume the full responsibility under the contract for the performance of all team members’ obligations in providing the Work.

## Bid Submission

Bidders must submit their Bids through the Bidding System. Bidders may edit and resubmit their Bid Submission prior to the Submission Deadline and may withdraw their Bid at any time. Bidders are responsible for making sure their Bid is fully received by the Bidding System prior to the Submission Deadline and are advised to allow sufficient time to resolve any technological issues that may arise. If any technical questions or issues arise, the Bidder should contact the Bidding System’s technical support for assistance.

When submitting a Bid, the Bidder must acknowledge receipt of all addenda that have been posted. If an addendum is posted after a Bidder has already submitted their Bid, the Bidding System will automatically withdraw the Bid and change the status of the Bid to “incomplete”. In such cases, the Bidder is required to review the addendum, make any necessary changes to their Bid, acknowledge the addendum in the Bid Submission Form and resubmit the Bid before the Submission Deadline.

## Bid Review and Rectification

After the Submission Deadline has passed, all Bids that are received on time will be checked for completeness and compliance with the submission requirements. If there are errors or deficiencies, the Bidder will be sent a notice asking them to rectify the deficiency within a specified period of time. If the deficiencies aren’t rectified within the specified time period, the Bid may be disqualified.

## Bid Evaluation and Ranking

All compliant Bids will be evaluated and ranked using the evaluation and ranking method described in the Bidder’s Workbook in Schedule 1.

During the evaluation process, the Community Centre may ask a Bidder for clarification if their Bid includes information that is unclear or inconsistent. The Community Centre will take the Bidder’s response to the request for clarification into account, provided it responds directly to the question in a clear and concise manner.

Once the Bids have been evaluated and ranked, the top-ranked Bidder will be selected and the Community Centre will proceed to the pre-contract verification stage described below.

## Pre-Contract Verification

Prior to finalizing the contract with the selected Bidder, the Community Centre may verify the information provided in the selected Bidder’s Bid and confirm the selected Bidder’s willingness and ability to perform the contract.

The Community Centre may choose not to contract with the selected Bidder if the Community Centre becomes aware of information that indicates it would not be in the public interest, such as evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

### Verification of Experience and Qualifications

The Community Centre will check the selected Bidder’s references using the process described in the References Form in the Bidder’s Workbook.

The Community Centre may also consider the selected Bidder’s past performance or conduct on previous contracts with the Community Centre and may contact third parties in addition to references provided by the Bidder to verify the experience and qualifications described in the Bidder’s Bid.

The Community Centre may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance or has misrepresented its experience or qualifications.

### Verification of Pricing

The selected Bidder may be asked to provide additional breakdown of its pricing.

If the selected Bidder’s pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder’s actual costs, assumed profit and overhead. The Community Centre may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of the Community Centre.

If the selected Bidder’s pricing appears to be unbalanced (i.e. pricing is abnormally low for some elements or phases of the Work and abnormally high for other elements or phases of the Work), the Bidder may be asked to adjust the allocation of costs to ensure pricing is balanced across different elements and phases of Work. The Community Centre may choose not to contract with any Bidder that is unable to correct unbalanced pricing to the satisfaction of the Community Centre.

## 10.3 Verification of Workplan and Schedule

The selected Bidder may be asked to confirm its workplan and schedule for completion of the Work. If the Scope of Work includes specific delivery or completion deadlines, the Community Centre may choose not to contract with any Bidder that is unable to confirm its ability to meet those deadlines.

## 10.4 Verification of Assigned Personnel

## If the evaluation criteria included an evaluation of specified personnel, the Bidder will be asked to confirm the availability of such personnel to play the role described in the Bid. If the Bidder is unable to confirm the availability of such personnel for the applicable roles, and an equivalent substitute acceptable to the Community Centre is not available, the Community Centre may choose not to contract with the Bidder.

## 10.5 Verification of Required Insurance and Contract Security

In order to proceed with finalization of the contract, the selected Bidder will be required to provide proof of insurance and any contract performance security that is required under the Insurance and Contract Security Requirements in Part 2 – Scope of Work.

## Contract Finalization

Following successful completion of the pre-contract verification process, the selected Bidder will be invited to negotiate and finalize the contract based on the Contract in Part 3.

The Community Centre acknowledges that the final contract to be negotiated with the selected Bidder may need to incorporate additional and/or alternate terms and conditions specific to the Work and the Community Centre may agree to negotiated changes to the Contract, if considered appropriate and acceptable by the Community Centre.

The selected Bidder may choose to terminate negotiations at any time and withdraw from the RFP process. If the Community Centre and the selected Bidder have not been able to successfully negotiate a mutually acceptable contract for the Work within 30 days from the invitation to negotiate, the Community Centre may terminate negotiations. If negotiations between the Community Centre and a selected Bidder are terminated, the Community Centre may select the next ranked Bidder or cancel the RFP process.

## Next-Ranked Bidder Prequalification

The Bidder ranked behind the successful Bidder will be prequalified to supply the Work for a period of six (6) months following contract finalization with the successful Bidder. Should the contract be terminated within six (6) months of the effective date, the next-ranked Bidder may be invited, but is under no obligation, to enter into a contract based on the prices and other information set out in their Bid.

## Notification and Debriefs

After the Community Centre has entered into a contract for the Work, a notice of award will be posted to notify unsuccessful Bidders. Upon request, the Community Centre will provide unsuccessful Bidders with a debrief to discuss strengths and weakness of the Bid and explain why the Bid was not successful. Information about the other Bidders or their Bids will not be discussed. Bidders should submit a request a debrief to the Community Centre Contact within 30 calendar days of the award notice.

## Complaint Resolution

Any Bidder that has questions or concerns about the outcome of the RFP process should request and attend a debrief. If, following the debrief, the Bidder wishes to challenge the Community Centre’s decision in respect of any material aspect of the RFP process, the Bidder should submit a written complaint to the Community Centre Contact identified on the cover page of this RFP within five (5) business days of attending the debrief.

Any complaint must be in writing and shall include the following details:

1. A precise statement of the relevant facts;
2. An identification of the decision being challenge and the issues to be resolved;
3. A clear summary of the Bidder’s position and supporting documentation; and
4. The Bidder’s requested remedy.

The Community Centre will review and respond to the Bidder’s complaint within twenty (20) business days.

# PART 2: SCOPE OF WORK

Requesting Proposals for the operation of the concession space at the Grand Valley and District Community Centre for a three-year term.

The concession is in the lobby of the Community Centre. In past years, the concession has sold confectionery items such as soft drinks, hot drinks, candies, chips, fries, hamburgers and hot dogs. If submitting an R.F.P. to run a concession out of the space, then the Bidder must provide a description of the menu they will plan to serve. Healthy options preferred.

**FACILITY OPERATION**

The Contractor shall manage all operations of the concession.

The Community Centre staff will not be responsible for the management or daily operations of the concession space (i.e.: scheduling of staff, ordering of product, cleaning of concession, repairs to equipment).

### TRAINING EXPECTATIONS

The Contractor will be required to train all staff, volunteers etc. in the following.

* WHMIS
* Food Handling Certificate (if running Concessions)
* Health and Safety Training (proper use of fire extinguishers, all equipment, emergency evacuation etc.)

The concession space will be subject to inspections by Public Health on a regular basis.

### CUSTOMER SERVICE

The Contractor will ensure that staff are always providing excellent customer service. The successful bidder must provide a name and contact information in the event there is a need for them to be contacted while the food booth is open and operational

### FINANCIAL

The Community Centre is seeking monthly rent from the Contractor for the use of space and facility. Additionally, the Community Centre may give preference to businesses that will use some/all proceeds for community purposes, but at a lower rent to the Community Centre.

The Community Centre will hold no financial responsibility or obligation for the operation of the concession area (i.e.: staffing costs, accounts payable, accounts receivable, debts etc.).

**EQUIPMENT PROVIDED**

Equipment is currently available in the Concessions.

* Deep Fryer
* Grill
* Chest Freezer
* Upright Freezer
* Refrigerator
* 2-Glass Door Display Refrigerators
* Microwave
* Popcorn machine

Coffee and Hot Chocolate machines belong to the coffee supplier.

Any equipment supplied through a contract with a supplier must be returned to the supplier if the Contractor does not renew the contract.

## INSURANCE AND CONTRACT SECURITY REQUIREMENTS

The following insurance and contract security requirements apply to and form part of the contract:

**Insurance Requirements**

The Contractor shall maintain the following insurance coverage in accordance with section 15 of the Contract Terms:

**Commercial General Liability insurance**, 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, an aggregate limit of not less than **$2,000,000**, within any policy year with respect to completed operations, and a deductible of not more than **$100,000**.  This policy shall include but not be limited to:

1. Name the Community Centre as an additional insured
2. Cross-liability and severability of interest
3. Blanket Contractual
4. Products and Completed Operations
5. Premises and Operations Liability
6. Personal Injury Liability
7. Contingent Employers Liability
8. Owners and Contractors Protective
9. Broad Form Property Damage
10. Non-owned automobile liability
11. The policy shall include 30 calendar days’ notice of cancellation.

The Contractor shall not commence work until such time as the evidence of insurance has been filed with and approved by the Manager of Parks & Facilities. The Contractor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

# PART 3: CONTRACT

**CONTRACT FOR GOODS AND/OR SERVICES**

|  |  |
| --- | --- |
| **Effective Date** |   |
| **Community Centre** | Grand Valley and District Community Centre90 Main St N, Grand Valley ON L9W 5S7 |
| **Contractor** |   |
| **RFx Title/Number** | 2025-1 |
| **Contract Term** | Refer to Schedule A - Scope of Work |

**CONTRACT REPRESENTATIVES**

|  |  |
| --- | --- |
| **For Community Centre:** | **For Contractor:** |
| Name |  James Allen | Name |  |
| Title | Recreation Facilities Manager | Title |  |
| Phone | 519 928 2830 | Phone |  |
| Email | jallen@townofgrandvalley.ca | Email |  |
| Address for Notices | 90 Main St NGrand Valley ON L9W 5S7 | Address for Notices |  |

1. **Contract Documents**. The contract between the Community Centre and the Contractor is comprised of the following documents (collectively, the “**Contract**”):
2. this document;
3. Schedule A - Scope of Work (the “**Scope of Work**”);
4. Schedule B – Fee Schedule (the “**Fee Schedule**”);
5. any other Schedule attached to this document at the time of signature;
6. the Contractor’s response to the RFx identified above (the “**Bid**”).

Where a document listed above is not physically attached to the Contract, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list. Any assumptions, conditions, restrictions, or qualifications in the Bid that do not align with the provisions contained in other documents forming the Contract are of no force or effect. Any changes to the Contract shall be by written amendment signed by the parties. Any such written changes shall be included in the definition of Contract.

1. **Monthly Rent.** The monthly rent, as accepted by the landlord, is $\_\_\_\_\_\_\_\_\_\_ plus H.S.T. and is payable on the 1st day of each month.
2. **Operating Hours.** The tenant agrees to have the booth open during ice rental times at their discretion and may discuss appropriate times with the Arena Manager or designate. Arena staff shall immediately communicate all cancellations to the tenant. Private functions (i.e. family celebrations) are excluded and the tenant is not required to be open unless indicated by the Arena Manager or designate.
3. **Maintenance.** The tenant agrees to maintain the booth space in a clean and safe manner and provide their own janitorial supplies for the booth. The tenant shall clean the booth at the end of the season and remove all personal items. The booth will be inspected by arena staff to ensure the cleaning is satisfactory. The tenant must be present at the time of inspection.
4. **Use of Equipment.** The tenant has access and full use of all equipment located within the booth area.
5. **Food Handling.** The tenant is responsible following the Ontario Food Premises Regulation 562. The tenant agrees to sort food waste and recyclables, upon provision of green bins and recycling boxes/bins by the landlord.

1. **Termination.**
	1. **For Default**. A non-defaulting party may immediately terminate this Contract if: a) the defaulting party has been provided with written notice of a breach of contract and has failed to cure the breach to the non-defaulting party’s satisfaction within 10 calendar days; b) the other party is adjudged bankrupt, makes a general assignment for the benefit of creditors because of insolvency, or if a receiver or trustee in bankruptcy is appointed.
	2. **For Convenience**. The Community Centre may at any time and for any reason terminate the Contract, in whole or in part, without any liability for such termination except as expressly stated in this Contract, with 60 days written notice. If the Community Centre terminates the Contract pursuant to this subsection, the Contractor shall make reasonable efforts to mitigate all costs associated with such termination. Subject to acceptance of the Work in accordance with the Contract, the Community Centre shall pay for Work received up to the date of termination and will reimburse reasonable and verifiable non-refundable direct costs incurred by the Contractor in connection with pre-authorized Work in progress as of the date of termination.
	3. **Temporary Suspension**. The Community Centre may at any time suspend the Work, in whole or in part, by written notice to the Contractor without liability to the Contractor except as set out in this subsection. The Contractor shall promptly resume the Work only upon written notice from the Community Centre. If the suspension period exceeds 30 consecutive days, not due to any act or default of the Contractor, the Tenant may elect to declare the Contract terminated by issuing a notice to terminate the Contract to the Community Centre. In the event of a termination pursuant to this subsection, the Tenant shall be paid as if the Contract was terminated for convenience by the Community Centre.
	4. **Following Termination**. Upon termination, if requested by the Community Centre and if the services to produce the Work has been paid for, the Tenant shall promptly provide to the Community Centre all work in progress relating to such Work together with any other documentation or information necessary for the Community Centre to complete or have the Work completed. The Community Centre accepts that if work in progress is delivered to the Community Centre in connection with a termination, it is delivered on an “as is” basis, and without any warranties from the Tenant.
	5. **Maximum Payment to Tenant**. The Community Centre shall not be liable to the Tenant for costs or damages whatsoever arising from suspension or termination of the Contract except as explicitly set out in this section. The total aggregate payments to the Tenant under this Contract, including any other payment already made for Work, shall not exceed maximum Price of the Contract for the then current term, exclusive of any unexercised extension options.
2. **Liability.** Neither party shall be liable to the other party for lost profits, lost opportunity, special, consequential, incidental, exemplary or indirect costs from any cause whatsoever, even if advised of the possibility of such costs or damages. A party’s indemnification obligations as set out in this Contract are excluded from this limit on liability.
3. **Indemnity**. The Tenant shall indemnify and hold harmless Community Centre, its employees, the mayor, councilors, officers and agents (collectively “Community Centre Personnel”) from and against any claims, demands, regulatory inquiries and related damages, losses, costs and expenses, including legal fees (collectively, “Claims and Costs”) arising from: (a) negligent acts or omissions; (b) infringement or alleged infringement of third-party intellectual property rights; (c) personal injury (including bodily injury or death) or damage to property; (d) breach of confidentiality or privacy provisions of the Contract; or (e) breach of applicable laws as each is attributable to the acts or omissions of the Tenant, its officers employees, directors, officers, subTenants, suppliers and other representatives. The Tenant shall have no obligation pursuant to this section to the extent that the Claims and Costs arise from the negligent acts or omissions of the Community Centre Personnel. The indemnity shall be in addition to and not in lieu of any insurance required to be provided by the Tenant in accordance with this Contract.
4. **Insurance**. The Tenant shall have the types and amounts of insurance specified in the Scope of Work, underwritten by an insurer licensed to conduct business in the Province of Ontario. The Tenant shall provide Certificate(s) of Insurance evidencing the required coverage before the commencement of Work and shall maintain the coverage throughout the term of the Contract. The Tenant’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Community Centre. Insurance procured by Tenant shall not reduce or limit Tenant’s contractual obligation to indemnify and defend the Community Centre as provided in the Contract.
5. **Confidentiality.** A party’s (“discloser”) information that any person would reasonably consider to confidential that is provided to the other party (“recipient”) will be treated as confidential and only used for the Work except for information that (a) is in the public domain; (b) was already in the possession of recipient at time of disclosure free of any obligations of confidentiality; (c) is lawfully disclosed to recipient by a third party without any obligation of confidentiality. All information distributed and collected with respect to the Contract, including this Contract, is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO and may need to be disclosed at law. In the event a request is made to release discloser’s confidential information to a third party, the recipient shall notify the discloser so that the discloser may take measures to protect its confidential information from disclosure. Notwithstanding any term to the contrary, the Community Centre will comply with any legal disclosure requirements under applicable laws relating to this Contract or the procurement process.
6. **Community Centre Property, Publicity and Privacy**. All Community Centre property supplied to the Tenant to perform the Contract will (a) be used solely for the purpose of carrying out the Work and for no other purpose; (b) remain the property of the Community Centre; and (c) be promptly returned or destroyed at the Community Centre’s request at the expense of the Tenant. The Tenant shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Community Centre, for the protection of Community Centre property. The Tenant shall not use the Community Centre’s name in any public statement or publicize the fact the parties are doing business, without the prior written consent of the Community Centre. The Tenant agrees that, unless otherwise agreed in writing by the Community Centre, all personal information and any other information identified as security sensitive information disclosed by the Community Centre, or managed, accessed, collected, used, retained by the Tenant to fulfill the requirements of the Contract will at all times be stored on segregated, stand-alone information systems in Canada.
7. **Tenant Records and Audits.** The Tenant shall keep all books and records pertaining to the Work including costs, for a period of 7 years following the expiration or termination of the Contract. The Community Centre, or its authorized representative, shall have the right to inspect, review and/or audit such books and records upon 5 calendar days’ notice to the Tenant, at no cost to the Community Centre. Where such audit or inspection discloses an overpayment by the Community Centre, the Tenant shall be responsible for repaying such overpayment forthwith.
8. **Notices.** Each party shall deliver notices under this Contract in writing and addressed to the other party to the contacts at the addresses set forth on the first page of this Contract. Unless otherwise specified, notices shall be delivered by email and will be effective only upon receipt by the receiving party.
9. **Governing Law and Competent Court.** The construction, interpretation and performance of the Contract are governed by the applicable laws of the Province of Ontario and Canada, without regard to conflicts of laws principles. The parties attorn to the exclusive jurisdiction of Ontario courts in all matters arising under this Contract.

1. **Relationship of the Parties.** The Tenant is contracted as an independent Tenant and not as agent, partner or employee of the Community Centre. Nothing in this Contract grants the Tenant the right to exclusively provide the Work and the Community Centre may contract with others for the same or similar work.
2. **Waiver, Severability, and Survival.** Any delay by a party in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver must be made in writing expressly referencing the Contract. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The warranties, indemnity and other provisions reasonably intended to survive termination or expiration of the Contract shall survive.

This Contract may be executed by electronic signature, or signed by hand and scanned, and delivered in counterparts which, together, shall constitute one and the same instrument. Once signed, a copy or electronic version of the document will have the same force and effect as the original document.

This Contract has been executed by the undersigned authorized representatives of each party.

|  |  |  |
| --- | --- | --- |
| **The Corporation of the Community Centre of Grand Valley** |  | **[Tenant Legal Name]** |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Signature: |  |  | Signature: |  |
| Date: |  |  | Date: |  |

# SCHEDULE 1: BIDDER’S WORKBOOK

**Introduction**

The Bidder’s Workbook explains how Bids will be evaluated and ranked and includes the forms to be completed and submitted by the Bidder. Bidders must use the forms in the Bidder’s Workbook when preparing their Bid.

**Bid Evaluation and Ranking Method**

Ranking will be based on the highest scoring Bid that achieves the minimum required score for each component of the evaluation:

|  |  |  |
| --- | --- | --- |
| **Component** | **Evaluation Method** | **Minimum Required Score** |
| Mandatory Requirements | Pass/Fail | Pass |
| Technical Bid | Scored out of 100 points | 70 out of 100 (70%) |
| Financial Bid | Scored out of 50 points |  |
| **Total Score** | **Scored out of 150** |  |

Bids will be evaluated and ranked in accordance with the following steps:

## Mandatory Requirements

Bids will be reviewed to ensure they meet mandatory requirements. Bidders must confirm compliance with the mandatory requirements set out in the Mandatory Requirements Form and submit any information required to demonstrate compliance. If a Bidder confirms compliance with a mandatory requirement and the response is found to be inaccurate or misleading, the Bid may be disqualified. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed any further.

## Technical Bid Evaluation

Technical Bids will be evaluated based on the criteria, weightings and rating scale described in the Technical Bid Form.

Only Bidders achieving the minimum required score on the Technical Bid Evaluation will proceed to the Financial Bid Evaluation. Bidders not achieving the minimum required score will be disqualified.

If no Bidders achieve the minimum required score, the Community Centre may elect to proceed to the Financial Bid Evaluation with the highest scoring Bid or may elect to cancel the RFP process.

## Financial Bid Evaluation

Bidders must provide all requested pricing information in accordance with the instructions in the Financial Bid Form. The Total Bid Price will be used to calculate each Bidder’s Financial Bid score.

Financial Bids will be scored based on a relative pricing formula using the Total Bid Price. Each Bidder’s score out of the maximum available points will be calculated in accordance with the following formula:Financial Bid Score = lowest Total Bid Price $÷ $Bidder’s Total Bid Price $×$ maximum available points

## Ranking

Following the evaluation of Financial Bids, the Bidders will be ranked from highest Total Score to lowest Total Score. Total scores will be calculated as follows:

Total Score = Technical Bid Score + Financial Bid Score

In the event of a tie in highest Total Scores, the top-ranked Bidder will be the Bidder with the highest Financial Bid Score (i.e. the lowest Total Bid Price).

**Bid Submission Forms**

The Bidder’s Workbook consolidates all the requested information to be submitted by the Bidders in response to the RFP, including:

|  |  |
| --- | --- |
| **FORM** | **ATTACH TO BID SUBMISSION** |
| Mandatory Requirements Form | X |
| Technical Bid Form | X |
| Financial Bid Form | X |
| Submission Form | X |

If the above table indicates “complete online”, please complete the online version of the form that is available in the Bidding System. The attached version of the online form is provided for reference. If the above table indicates “upload PDF”, please complete the attached form and upload in the Bidding System as a .pdf document.

# Mandatory Requirements Form

## Mandatory Pre-Bid Meeting (if applicable)

## If a Mandatory Pre-Bid Meeting is noted on the cover page, the failure to attend and register at the pre-bid meeting will disqualify a Bidder from bidding on this RFP.

## Other Mandatory Requirements

Bidders must confirm compliance with the Mandatory Requirements set out below and submit any information required to demonstrate compliance.

|  |  |
| --- | --- |
| **Mandatory Requirements** | **Information Required to Demonstrate Compliance** |
| 1. WSIB Registration and Coverage
 | Evidence of coverage in accordance with the applicable regulatory requirements for the Employer and any Worker that may be dispatched to undertake work on Community Centre Property, appropriate to the type and quantity of work proposed to be provided – see below for specific proof requirements |
| 1. Site Visit prior to Bid
 | The Recreation Facilities Manager will verify that the Bidder attended the property to view the site. |

# Technical Bid Form

**Instructions to Bidders**

Technical Bids will be evaluated based on the criteria and weightings set out in the tables below. The Overview Table provides the high-level breakdown of evaluation criteria. The Technical Bid Tables describe the criteria and the information bidders should provide for evaluation. Bidders must complete the Technical Bid Table by inserting their response to the requested information where indicated.

Bidders should ensure that their Bid provides all requested information. No Bidder should assume that their Bid will be evaluated based on the Community Centre’s existing knowledge of the Bidder’s products, services, experience or qualifications. Each Bid will be evaluated based solely on the information provided in the Bid.

If a Bidder’s response references an external document, that document must be clearly identified and uploaded in the Bidding System. Hyperlinks or website references should not be used and will be disregarded.

**Rating Scale**

Bidders’ responses will be scored using the rating scale set out below.

|  |  |  |
| --- | --- | --- |
| **Rating** **(% of points)** | **Bidder Response** | **Description** |
| 0% | No Response | Response was not provided |
| 20% | Very Poor Response | Response provided but information is very limited or not relevant |
| 40% | Poor Response | Response does not satisfy the criteria or align with stated preferences or expectations and/or details provided are unclear |
| 60% | Satisfactory Response | Response generally satisfies the criteria, but lacks detail and does not provide clear justifications for deviations from stated preferences or expectations  |
| 80% | Good Response | Response satisfies the criteria, provides sufficient detail and provides clear and compelling justifications for deviations from any stated preferences or expectations |
| 100% | Excellent Response | Response is detailed and comprehensive, clearly satisfies the criteria, and meets or exceeds any stated preferences and expectations.  |

**Overview Table**

|  |  |
| --- | --- |
| **Technical Bid Evaluation Criteria** | **Weighting (Out Of 100 Points)** |
| Services To Be Offered | 25 |
| Types of Food Options | 25 |
| Proposed Hours of Operation | 25 |
| Description of Business Model | 25 |
| Maximum Points Available for Technical Bid | **100** |

**Technical Bid Table**

|  |  |
| --- | --- |
| **Services to be Offered** | **Maximum Points: 25** |
| **Requested Information:**Bidders should provide the following information for evaluation:* Description of the service to be provided

**Criteria to be Evaluated (weighted equally):**The Bidder’s response will be assessed based on the following sub-criteria:* General overview of the service to be provided to Community Centre users and the community
* Food, drink and/or other services
 |
| **Bidder’s Response:** |
| **Types of Food Options** | **Maximum Points: 25** |
| **Requested Information:**Bidders should provide the following information for evaluation:* Types of food and drink to be served

**Criteria to be Evaluated (weighted equally):**The Bidder’s response will be assessed based on the following sub-criteria:* Variety
* Healthy Options
 |
| **Bidder’s Response:** |
| **Proposed Hours of Operation** | **Maximum Points: 25** |
| **Requested Information:**Bidders should provide the following information for evaluation:* Hours of operation of the concession stand

**Criteria to be Evaluated (weighted equally):**The Bidder’s response will be assessed based on the following sub-criteria:* Meeting minimum requirements
 |
| **Bidder’s Response:** |
| **Description of Business Model** | **Maximum Points: 25** |
| **Requested Information:**Bidders should provide the following information for evaluation:* Use of proceeds
* Staffing model
* Other details to describe the business

**Criteria to be Evaluated (weighted equally):**The Bidder’s response will be assess based on the following sub-criteria:* Community benefit
* Community Centre benefit
* Compliance with Scope of work
 |
| **Bidder’s Response:** |

**Financial Bid Form**

**Instructions to Bidders**

1. Bidders must complete the table(s) below using the online form, if applicable, and submit this information as their Financial Bid. Where an online form is not available, the completed form should be submitted as a single .pdf file packaged and uploaded separately from the other forms.
2. Price ranges are not permitted. If price ranges are proposed, the Financial Bid evaluation will be based on the highest price in the price range.
3. Prices are exclusive of sales taxes, but inclusive of all other costs and charges, including travel and lodging costs (if applicable).

Proposed Payment for Use of Space

|  |  |
| --- | --- |
| Proposed Monthly Rent | $ plus HST |

**Payment Terms and Conditions**

1. All monetary values are to be stated in Canadian dollars and are exclusive of HST and other applicable taxes.
2. The above prices shall be fixed for the duration of the term of the Contract and, unless expressly stated otherwise in this RFP, the prices are all-inclusive rates including all labour, materials, travel and living expenses, disbursements, overhead, profit, taxes and all other costs associated with providing all the work, materials, and carrying out the activities outlined in the Scope of Work and the Contract.
3. Invoicing:

The Community Centre shall not issue monthly invoices; rather, the Contractor shall pay the monthly rent by the first (1st) day of each month of the term of the agreement.

# Submission Form

## 1. Bidder Information

|  |  |
| --- | --- |
| The full legal name of the Bidder: |  |
| The jurisdiction under which the Bidder was incorporated or otherwise established |  |
| Bidder Address |  |
| Bidder Contact Person (name, title) |  |
| Telephone Number |  |
| Email Address |  |

## No Collusion or Bid Rigging

The Bidder certifies that:

1. the prices in their Bid have been arrived at independently from those of any other bidders;
2. the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
3. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

## No Public Statements or Lobbying

The Bidder agrees not to publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFP process, or the award of the Contract, without the express prior written consent of the Community Centre.

The Bidder agrees not to engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the RFP process directly or indirectly by any manner whatsoever other than by submitting a Bid.

## Conflict of Interest and Unfair Advantage

The Bidder understands that the Community Centre may not be able to accept or consider a Bid due to a conflict of interest or an unfair advantage that may interfere with or compromise the fairness of the competitive process.

Unless otherwise indicated below, the Bidder certifies that the statements set out below are true. In each statement, references to “Bidder” include any of the Bidder’s personnel or proposed team members.

1. The Bidder does not have a conflict of interest or unfair advantage.
2. The Bidder has not engaged in lobbying or otherwise attempted to influence the outcome of the RFP process directly or indirectly by any manner whatsoever.
3. The Bidder has not had access to confidential information of the Community Centre that is relevant to this RFP process and not available to other Bidders.
4. The Bidder was not involved in the development of this RFP and did not provide advice or assistant to the Community Centre in connection with the development of this RFP.
5. The Bidder did not receive advice or assistance from any individual or company that was involved in the development of this RFP.
6. The Bidder does not employ any individual(s) that were employed by the Community Centre in the last 12 months.
7. The Bidder does not have business or personal relationships with any of the Community Centre’s elected officials, employees or representatives that could create an appearance of bias or advantage.
8. The Bidder does not have commitments, relationships or financial interests that could be, or might appear to be, incompatible with the effective performance of the contract.

|  |
| --- |
| 1. **If any of the above statements are not true, please explain and provide additional details below:**
 |
|  |

## Confidential Information

The Bidder understands and agrees that the Community Centre will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information, but the Community Centre accepts no liability if such information is disclosed.

The Bidder understands and agrees that, at a minimum, the successful Bidder’s name and total contract value will be publicly disclosed.

The Bidder understands and agrees that its Bid and any related information that it submits to the Community Centre may be:

1. disclosed to the Community Centre’s staff, advisors and consultants for the purposes of conducting the RFP process;
2. disclosed to the Community Centre’s elected officials for the purposes of oversight and decision-making; and
3. subject to public disclosure in accordance with the *Municipal Freedom of Information and Protection of Privacy Act,* RSO, 1990 or any other applicable information or privacy legislation.

## Acknowledgement of Non-Binding RFP Process

The Bidder acknowledges and agrees that:

1. The RFP process is non-binding and does not create contractual obligations between the Community Centre and the Bidder. There is no intention to enter into what is commonly referred to as “Contract A”, and no contractual relationship will be formed until the Community Centre enters into contract with a Tenant for performance of the Work.
2. The Community Centre is not obligated to award a contract to the Bidder. The Community Centre may accept or reject any Bid and may award a contract to any Bidder for all or part of the Work.
3. The Community Centre may cancel the RFP at any time prior to execution of a contract for the Work and, following cancellation, may re-advertise for new bids or negotiate a contract for the same or similar Work.
4. The Bidder is not obligated to enter into a contract with the Community Centre and the Bidder may choose to withdraw its Bid at any time during the process.
5. The Bidder does not have any right to compensation in connection with the RFP process or its outcome, including claims for Bid preparation costs, loss of profit or loss of opportunity, and the Community Centre will not be liable for any claim arising out of this RFP process.

## Authorized Representative

This Bid is submitted by a representative of the Bidder who is authorized to bind the Bidder to the statements and representations set out in this form.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder’s Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date