



**Request for Proposal**

**Admin 2017-05**

**Lease of Town Owned Facilities**

**Closing Date: October 20, 2017 at 12:00 noon**

## **Request for Proposal**

### **Admin 2017-05**

#### **Lease of Town Owned Facilities**

The Town of South Bruce Peninsula is accepting proposals from parties interested in leasing and occupying commercial/business/office space from the Town, namely:

- Suite 2 of the Coal Shed Building (402 William Street, Wiarton)
- Suite 1 of the Ross Whicher Centre (578 Brown Street, Wiarton)
- Suite 3 of the Ross Whicher Centre (578 Brown Street, Wiarton)

These are considered to be three (3) separate spaces with the possibility of three (3) separate tenancies.

Proposal documents are available by contacting the undersigned or by visiting the Town website [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com)

Proposals in sealed envelopes, clearly marked Admin 2017-05 Lease of Town Owned Facilities will be accepted by the undersigned until 12:00 noon local time on October 20, 2017.

The Town of South Bruce Peninsula reserves the right, in its sole discretion, to reject any or all bids and the highest bid as the case may be will not necessarily be accepted. Award of a lease agreement shall be in accordance with Town requirements. There will be no implied agreement of occupation of any Town owned facility; all occupation is subject to the execution of a lease agreement between the parties.

Angie Cathrae  
Manager of Legislative Services/Clerk  
Town of South Bruce Peninsula  
PO Box 310, 315 George Street  
Wiarton ON N0H 2T0  
519-534-1400 ext 122  
[sbpen@bmts.com](mailto:sbpen@bmts.com)

## **Request for Proposal**

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### **Lease of Town Owned Facilities**

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# Request for Proposal

Admin 2017-05

## Lease of Town Owned Facilities

### 1. Intent

1.1 The Town of South Bruce Peninsula (hereinafter referred to as the Town) is seeking proposals from parties interested in leasing and occupying Town owned facilities, namely:

- Suite 2 of the Coal Shed Building (402 William Street, Wiarton)
- Suite 1 of the Ross Whicher Centre (578 Brown Street, Wiarton)
- Suite 3 of the Ross Whicher Centre (578 Brown Street, Wiarton)

1.2 These are considered to be three (3) separate spaces with the possibility of three (3) separate tenancies.

### 2. Description of Facilities Available for Lease

#### 2.1 Suite 2 of the Coal Shed Building (402 William Street, Wiarton)

- Faces Bluewater Park
- Approximately 400 square feet
- Separate Hydro meter
- Accessible washrooms
- Stairway to viewing platform
- Electric and Natural Gas heating – separate account
- Municipal water and sewer
- Municipal parking available
- Installation of own phone and internet permitted

#### 2.2 Suite 1 of the Ross Whicher Centre (578 Brown Street, Wiarton)

- Shared entrance and lobby
- Separate private entrance
- Approximately 1,940 square feet
- Stairway to upstairs offices
- Shared washrooms – maintained by Town
- No separate hydro meter
- No separate account for heating
- Municipal water and sewer – no separate account

- Installation of own phone and internet permitted
- Outdoor maintenance including snow removal performed by the Town

### **2.3 Suite 3 of the Ross Whicher Centre (578 Brown Street, Warton)**

- Shared entrance and lobby
- Approximately 170 square feet
- One level
- Shared washrooms – maintained by Town
- No separate hydro meter
- No separate account for heating
- Municipal water and sewer – no separate account
- Installation of own phone and internet permitted
- Outdoor maintenance including snow removal performed by the Town

### **3. Facility Viewing**

- 3.1 The facilities may be viewed by appointment only. All questions with regard to the facilities must be submitted in writing to the Designated Official, as described herein.

### **4. Communications, Discrepancies, Addenda**

- 4.1 All communications relating to this request for proposal are to be directed to the Designated Official:

**Angie Cathrae**  
**Manager of Legislative Services/Clerk**  
**Town of South Bruce Peninsula**  
**PO Box 310, 315 George Street**  
**Warton ON N0H 2T0**  
[sbpen@bmts.com](mailto:sbpen@bmts.com)

- 4.2 Should a Respondent find discrepancies, omissions from the request for proposal document(s) or is in doubt as to the meaning of the document(s), such Respondent should notify the Designated Official as soon as possible but no later than October 16, 2017 at 10:00 am.
- 4.3 If required, addenda will be issued. When issued, addenda will be posted on the Town website [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com). Respondents will be required to attach signed addenda with their proposal submission.
- 4.4 The cost of complying with the addendum/addenda shall be included in the submission price.

- 4.5 It is the responsibility of the Respondent to seek clarification of any matter that they consider unclear before submitting a proposal submission. The Town is not responsible for any misunderstanding of the Request for Proposal on the part of the Respondent.
- 4.6 No oral interpretations shall be made by the Designated Official as to the meaning of any of the Request for Proposal requirements or be effective to modify any of the provisions of the Request for Proposal document(s).
- 4.7 The Town will make no guarantee of answer to any question and it shall be hereby understood by all Respondents that any response or non-response by the Town to any question or inquiry will not be constituted by any respondent as a denial of, barrier to or excuse for not submitting a proposal submission as outlined herein.
- 4.8 No representative of the municipality, its employees, agents or any other expert advisor associated with the Request for Proposal shall be contacted by the Respondent during the preparation of their proposal submission except as noted herein. Any attempt to influence the evaluation and selection process may result in immediate disqualification of the Respondent.

## **5. Proposal Submission**

- 5.1 Proposal submissions will include the Statement by Bidder provided by the Town.
- 5.2 Proposal submissions will include any signed addenda which are issued by the Town.
- 5.3 It will be expected by the Town that Respondents will submit on their own letterhead, the proposed use of the Town owned facility should the Respondent be successful in executing a lease for tenancy with the Town.
- 5.4 Respondents must include a business plan, mission statement and business profile which would address the tenancy proposed for the Town owned facility.
- 5.5 Respondents must include the amount of rent which they would expect to pay, stated in Canadian dollars with HST listed as a separate item.
- 5.6 Respondents must state the anticipated length of tenancy expected should the Respondent be successful in executing a lease for tenancy with the Town.
- 5.7 Respondents must state any renovations which would be anticipated to be required to be undertaken by the Respondent should the Respondent be successful in executing a lease for tenancy with the Town.

- 5.8 Respondents must also state any special equipment which would be used in the space which may give rise to increased hydro usage, spillage, damage to flooring, etc.
- 5.9 Respondents must give at least one reference with respect to any previous tenancy which has been occupied by the Respondent. If the Respondent has not been a tenant previously, explanation as to the prior location of any occupation of space of a commercial/business/office nature should be given.
- 5.10 Respondents should submit their proposal submission (one hard copy per proponent) in a sealed outer envelope, clearly marked as follows:

**Admin 2017-05 Lease of Town Owned Facilities  
Angie Cathrae  
Manager of Legislative Services/Clerk  
Town of South Bruce Peninsula  
PO Box 310, 315 George Street  
Warton ON N0H 2T0**

- 5.11 Submissions are to be received no later than **12:00 noon on October 20, 2017.**

## **6. Withdrawal of Proposal Submission**

- 6.1 Respondents may only withdraw their unopened proposal submission (prior to the closing time and date) provided the request to do so is received in writing by the Designated Official and is signed by an authorized agent of the Respondent. If more than one proposal submission has been received under the same name and no withdrawal notice has been received, the proposal submission contained in the envelope bearing the date and time stamp closest to the closing date shall be considered the intended proposal submission. All others shall be considered withdrawn.

## **7. Approvals, Acceptance, Award**

- 7.1 All proposal submissions as described herein are subject to the approval of the Town:
- Subject to the scoring/ranking as provided herein
  - Subject to Council approval
  - Subject to the execution of all parties of a lease for tenancy
- 7.2 Neither the issuance of this Request for Proposal document nor the receipt of any proposal submission shall constitute any obligation or imply any commitment on the part of the Town. Award of this Request for Proposal call shall be at the

sole discretion of the Town. In the evaluation of proposal submissions, it is understood by the Respondent that the Town of South Bruce Peninsula reserves the right, in its sole discretion, to reject any or all bids and the lowest or highest bid as the case may be will not necessarily be accepted. Award of a contract in its entirety or in part shall be in accordance with Town requirements.

## **8. Reserved Rights of the Town**

- 8.1 The Town reserves the right, in its sole discretion, as follows:
  - 8.1.1 To enter into a lease for tenancy with any party,
  - 8.1.2 To refrain from entering into a lease for tenancy if it determines that to be in its best interest,
  - 8.1.3 To refrain from entering into a lease for tenancy to the highest scored compliant Respondent, or any Respondent,
  - 8.1.4 To refrain from entering into a lease for tenancy if it is determined by the Town that the proposed use of Town owned facilities would not be harmonious with surrounding uses or be determined by the Town not to be a use which the Town would like in its facilities,
  - 8.1.5 To refrain from entering into a lease for tenancy if a lease to the satisfaction of the Town cannot be executed,
  - 8.1.6 To refrain from entering into a lease for tenancy if the lease amount is not of an amount felt by the Town to be sufficient for the use of the space,
  - 8.1.7 To make public the names of any or all Respondents,
  - 8.1.8 To reject a Respondent's proposal submission on the basis of information provided by references and any interpretation of the information provided by references, at the sole discretion of the Town,
  - 8.1.9 To reject a Respondent's proposal submission on the basis of the Respondent's past relationship with the Town,
  - 8.1.10 To reject a Respondent's proposal submission on the basis of the information provided by a Respondent pursuant to the Town exercising its clarification rights under this Request for Proposal process,
  - 8.1.11 To reject a Respondent's proposal submission on the basis of other relevant information, in the sole discretion of the Town, that arises during the Request for Proposal process,



- 8.1.12 To waive formalities and accept a proposal submission which substantially complies with the requirements of this Request for Proposal,
  - 8.1.13 To check references other than those provided by a Respondent,
  - 8.1.14 To disqualify any Respondent whose proposal submission contains misrepresentations or any other inaccurate or misleading information or any qualifications,
  - 8.1.15 To disqualify any Respondent or the proposal submission of any Proponent who has engaged in conduct prohibited by this Request for Proposal call,
  - 8.1.16 To make changes, including substantial changes, to this Request for Proposal provided that those changes are issued by way of addenda in the manner set out in this Request for Proposal call,
  - 8.1.17 To cancel this Request for Proposal process at any stage.
  - 8.1.18 To cancel this Request for Proposal process at any stage and issue a new Request for Proposal;
  - 8.1.19 To accept any Proposal submission in whole or in part,
  - 8.1.20 If a single Proposal submission is received, to reject the Proposal submission of the sole Respondent and cancel this Request for Proposal process or enter into direct negotiations with the sole Proponent,
  - 8.1.21 To reject any or all Proposal submissions in its absolute discretion and despite any evaluation which may be undertaken of the Proposal submissions,
  - 8.1.22 To reject any Proposal submission if the Respondent or any officer or director of the Respondent is or has been engaged, either directly or indirectly through another corporation, in a legal proceeding with the Town, its elected or appointed officers and employees,
- 8.2 These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Town shall not be liable for any expenses, costs or losses suffered by any Respondent or any third party resulting from the Town exercising any of its expressed or implied rights under this Request for Proposal.

## **9. Conflict of Interest**

- 9.1 If any Respondent has what is deemed to be a conflict of interest, said conflict shall be clearly identified. The Town shall determine whether the conflict is such that the Respondent is disqualified as a bidder.

## **10. Freedom of Information**

- 10.1 All information supplied to the Town becomes the property of the Town and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (the Act).
- 10.2 The name of each Proponent, along with the Proposal submission price will be made public.
- 10.3 Disclosure of any other information will be made in accordance with the Act.
- 10.4 The Respondent must specifically identify any information in its Proposal submission that is submitted in confidence and must state the reason the information is considered to be confidential.

## **11. Indemnification**

- 11.1 The Respondent, by participating in the Request for Proposal in any manner, will indemnify and save harmless the Town, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Town and resulting from or arising out of the Respondent's participation in the Request for Proposal.
- 11.2 The Respondent by making a Proposal submission releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Proposal call.

## **12. Claims and Costs**

- 12.1 All costs and expenses incurred by the Respondent relating to the Proposal submission and any negotiations with the Town will be borne by the Respondent.
- 12.2 The Town is not liable to pay such costs or expenses or reimburse or compensate Respondents under any circumstances, including the rejection of any or all Proposal submissions.
- 12.3 The Town will not accept responsibility for any delays or costs associated with any review or the evaluation process.
- 12.4 The Respondent understands that by making a Proposal submission, there is no implied or guaranteed lease for tenancy under any circumstances.

### 13. Insurance

- 13.1 The Respondent shall understand that when the Town enters into a lease for tenancy, insurance coverage shall be required.
- 13.2 Insurance coverage shall include coverage of premises and all operations liability to be performed by the Respondent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.
- 13.3 The policy of insurance described above shall:
  - 13.3.1 Include the Town and others, if required, as an additional insured;
  - 13.3.2 Contain a cross-liability clause;
  - 13.3.3 Contain a severability of interests clause endorsement;
  - 13.3.4 Provide that if cancelled or changed in any manner, thirty (30) days prior written notice by mail or facsimile transmission must have been given by the insurer to the Town failing which such cancellation or change shall be void as against the Town; and
  - 13.3.5 Be maintained in good standing without interruption during the entire period that services are provided under executed contract.
- 13.4 The successful Respondent must provide a copy of the insurance policy or policies to the Town prior to the execution of any lease for tenancy.

### 14. Evaluation Criteria

- 14.1 The following criteria will be used for evaluating the Proposals. The Town reserves the right to shortlist Proposals for further evaluation. If the Town cannot make a decision based upon evaluation and requires interviews to be performed, a separate evaluation matrix will be established for the interview process, if required.

Item	Evaluation Criteria (Proposal): Proposals will be based on meeting or exceeding the expectation of the established evaluation criteria and weighting.	Weight Factor
1	Lease Amount to be Paid	10
2	Business Plan	5
3	References (including any not provided by Respondent but called by Town)	8
4	Length of Tenancy Proposed	3

5	Prior Experience with the Town	8
6	Compatibility of Proposed Use with Surrounding Uses	10
7	Mission Statement/Business Profile	3
8	Required Renovations (higher score for fewer renovation requirements)	5
9	Special Equipment (higher score for fewer requirements)	5
10	Submission Compliance with RFP Requirements	3
	Total	60

Note: The weighting factor indicates the relative importance of each particular criteria starting at 1 for minimal influence and increasing in number for increased influence except where otherwise noted.

References will be contacted by the Town. Any unfavourable reference (in the sole discretion of the Town) will not necessarily disqualify any Respondent however any unfavourable reference may form the sole reason why any Respondent is not chosen to enter into a lease for tenancy with the Town.

**15. Inclusion**

**15.1** All reference to masculine will also be understood to include the feminine and all reference to feminine will also be understood to include the masculine.

**15.2** All references to singular shall also be understood to include the plural.

**Statement by Bidder**

Bid Document Name: \_\_\_\_\_

Bid Document Number (if applicable): \_\_\_\_\_

- 1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
- 2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
- 3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name of Authorized Person

\_\_\_\_\_  
Position