

## REQUEST FOR PROPOSAL

**TC-008-24**

**Lease of Space at  
The FlightExec Centre**

**February 2024**

4305 Hamilton Road, Dorchester, ON Canada N0L 1G3

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## **1 Introduction**

The Municipality of Thames Centre, via this Request for Proposal, is accepting applications whereby three spaces/rooms at the FlightExec Centre (located at 2066 Dorchester Road, Dorchester) may be leased to third parties. This opportunity is made possible upon completion of the current renovations/expansion taking place to other parts of this facility. Once this construction has been completed, these three spaces will no longer be required for their current purposes and, as a result, may be made available for third parties to rent.

The three rooms/spaces that may become available for a third party to lease are:

- the former co-operative nursery space
- the second-floor meeting room formerly used by local Lions and Kinsmen clubs
- the second-floor Creative Art Studio

Full details for each of these spaces are available, further below in this document.

Interested individuals, groups/clubs/associations and businesses are encouraged to submit a proposal (following the guidelines of this RFP) to explain your proposed use for one of these spaces.

The intention is to enter into a lease agreement with any selected Proponent(s), awarding a lease to each successful Proponent within 2 months of the submission deadline for this RFP, with the earliest possession date for any of these spaces likely to come between August and October 2024.

The Municipality reserves the right to accept and/or refuse any or all proposals. There is no guarantee that any of the proposals will be accepted, which could then result in a new process to consider additional proposals and/or the Municipality deciding to retain one of more of these spaces for other uses. As a result, there is no guarantee that any or all of these three spaces will be awarded to any of the Proponents.

## **Description of Potential Lease Spaces**

> **Space 1 – Former Co-operative Nursery** – this main level space is just inside the automatic doors at the north entrance of the building. The north entrance also leads to the former auditorium (which is currently being converted to the future space being leased by the Victorian Order of Nurses), the CANUSA ice rink and to the elevator to the original second floor space (“Space 2” below).

This space includes one large multi-purpose room (sized approximately 25’ x 40’), a kitchen (9’ 6” x 14’ 6”) and two washrooms, with “Space 1” totaling **1,400 square feet**. In addition, there is a fenced-in grass area which includes a sidewalk from the parking lot to an exterior side door, providing direct access to the multi-purpose room. The fenced-in area also includes a shed and sunshade, that the leaser is welcome to use (as per the “Equipment Conditions” that will be specified in the lease agreement). The lessor would accept full liability for any contents/property stored in the shed and within the fenced-in area.

> **Space 2 – Lions Meeting Room** – this space is on the north side of the building, on the second floor. This space is accessible via a staircase in the lobby and via an elevator found further into the facility. This space was recently used for many years as

the meeting space for the Dorchester Lions and for the Dorchester Kinsmen, and is now being used as the temporary space for the VON, while their new space is under construction.

This space includes one large multi-purpose room (sized approximately 23' x 43' plus entry area) and a kitchen, with "Space 2" totaling **1,300 square feet**.

Note: this second-floor portion of the building is not connected/accessible from the second floor on the south side of the arena.

> **Space 3 – Creative Art Studio** – this space is on the south side of the building, on the second floor. This south portion of the second floor is accessible by an elevator and a staircase at the far end of the main lobby, and accessible via multiple smaller staircases found within the stadium seating around the APC ice rink. Reaching this room requires traveling along the second-level walking track, which is open for public use during all hours that the facility is open.

This room consists of a large multi-purpose room with windows on opposite walls (windows facing the walking track & APC rink and other windows facing the CANUSA ice rink). This room measures 17' x 55', totaling **935 square feet**.

Refer to appendices for floor plans, with the 3 spaces represented with the corresponding Space number (1, 2 or 3) in red. Please note that these floor plans are not exact and do not include/reflect the current renovations and addition taking place in the northeast corner of the FlightExec Centre.

**NOTE** - All room measurements provided in this document are approximate, with Proponents responsible to verify measurements. Lease rates will be based on actual/verified measurements.

### **Lease Terms**

#### > **Municipal Responsibilities**

- Initial agreement will be for one year, providing the opportunity for any changes and adjustments to the agreement before considering a longer term extension.
- Provision/payment of the following utilities: electricity, gas & water.
- Maintenance/repairs to the outer walls and roof, exterior windows, exterior doors, plumbing, HVAC and electrical. This does not include interior windows & walls, ceiling, flooring.
- The Municipality has the right to terminate a lease agreement, for any reason, with 60-days notice, with the leaser responsible to cover all costs in order to leave the space in the condition they found it, with any/all furniture, equipment and/or appliances included in the agreement left in satisfactory working condition.

#### > **Responsibilities of Renters**

- The rental payment rates will be reviewed/adjusted on an annual basis, as of January 1.
- First month rent will be required in advance, at time of entering into agreement.
- Any/all furniture and equipment that is not included.
- Moving into the rental space (and potentially out of this space in the future).
- Regular cleaning and keeping the space tidy and presentable.
- All related internet service and internet costs.

- Insurance requirements (see 2.12, below, for more details)
- All costs related to any renovations or upgrades to the space, with such work subject to approval from the Municipality in advance. The Municipality has the right to reject any renovation requests. If your Proposal is contingent on any renovations then such details should be included in your submission.
- Any required permits (to operate the business, for approved renovations, etc.).
- “Equipment Conditions” within the agreement will include that the renter, upon end of lease agreement, will be responsible to have any/all furniture, equipment and/or appliances that were included in the agreement to be in satisfactory working condition or replaced with similar quality items (to be pre-approved by Municipality) that are comparable and in good working condition. Likewise, during the lease agreement, the renter will be responsible for any repairs or replacement of any of these items.
- Allowing Municipal staff to enter the space at any time, as required, to deal with maintenance, etc. The Municipality will provide notice, whenever possible.
- Must ensure the space is locked and secure at all times when not in use.
- Not to permit the use of any portable signage, of any kind, on the site without the express written permission of the Municipality, with applicable by-laws applying.
- Not permitted to lease or sublet this space without the advanced express written consent of the Municipality.
- Space is only available for use and access during the scheduled operating hours of the FlightExec Centre.

## **2 RFP Rules and Procedures**

- 2.1. This is not a call for tender. This is a request for proposals to identify one or more preferred Proponents and to initiate negotiations which, if mutually satisfactory, would lead to one or more Facility Usage Agreements (leases) for spaces that are coming available for use at the FlightExec Centre later this year.
- 2.2. The Municipality will select the preferred Proponent(s), which in the opinion of the Municipality, submits the most advantageous proposal(s). If an agreement cannot be reached with the preferred Proponent, the Municipality may, at its sole discretion, initiate negotiations with the Proponent with the next most attractive proposal.
- 2.3. The Proponent agrees that the submission of a proposal is acknowledgement of their understanding and acceptance of all information contained within this RFP and with any addenda that follow.
- 2.4. Proposals will be considered revocable.
- 2.5. The Municipality reserves the right to waive any irregularities in submitted proposals.
- 2.6. The Municipality reserves the right to request additional information or seek clarification from multiple parties.

- 2.7. The Municipality reserves the right to reject any or all proposals and the right to re-advertise or re-commence the RFP process, if it so desires.
- 2.8. The Municipality reserves the right to ultimately not enter into lease agreements for one or more of the three spaces being made available for proposals.
- 2.9. Submissions are made at the sole expense of the Proponent. The Municipality takes no responsibility for any expense incurred by a Proponent in preparing or submitting its proposal.
- 2.10. Withdrawal or Qualifying of Proposal - a bidder, who has already submitted a Proposal, may submit a further Proposal or amending Proposal at any time up to closing date and time. The last Proposal received shall supersede any previous submissions.  
A bidder may withdrawal the Proposal at any time up to the closing date and time by submitting a letter with their signature to the Municipality, addressed to the attention of The Municipality Thames Centre's contact provided in Section 3.6 of this document.
- 2.11. Indemnification - the successful Proponent(s) agrees it will indemnify and hold harmless the Municipality, its employees and agents against any and all liability, loss, costs, damages and expenses which the Municipality, its employees and agents may hereafter sustain, incur or be required to pay arising out of the negligent or willful acts or omissions of the successful Proponent in the performance of this agreement.
- 2.12. Insurance – the Municipality will require a Certificate of Liability Insurance from any selected proposal(s). This must be issued by your insurer or in a standard CSIO form and signed by an authorized representative. In this Certificate, the Municipality will require the following:
  - Your full name and address with contact name and phone number
  - Description of your business operation
  - Commercial General Liability with a limit no less than \$5,000,000.00
  - The Municipality is to be added and shown as an Additional Insured under Liability
- 2.13. Workplace Safety and Insurance - it is the obligation of any successful bidder to comply with all requirements of the workplace safety and insurance board act. Bidder must certify that all employees, officers and agents are covered under the act and submit this information when requested.
- 2.14. Terms and Conditions - The Proposal, including the Rent Proposal (Section 4) must be honoured once the contract is awarded.

### **3 RFP Submission Process**

1. **Site Visit** - all interested parties are encouraged to attend an optional site visit (date provided in Section 6 below). At this time, municipal staff will tour everyone in attendance through all three spaces. Attendees are to meet inside the entrance on the north side of the FlightExec Centre (this is the entrance to the CANUSA rink and to the former auditorium and former co-op nursery).  
Proponents unavailable to attend this site visit will not have another opportunity to

view the space currently being rented by VON (referred to as “Space 2 – Lions Meeting Room” earlier in this document) and are not guaranteed another opportunity to view inside the other two spaces, as various rentals, programs and activities take place in these spaces on a daily basis.

2. Proponents shall submit proposals in a sealed package. **Absolutely no emailed submissions will be accepted.** The package shall contain: two hard copies of the proposal in addition to one digital copy in PDF format, on a USB drive (for Sections 1 through 3), with Section 4 (Rent Proposal) submitted only as one hard copy in a separate sealed envelope as described further below. The package should be clearly marked and stated as:

**RFP-TC-008-24 – Lease of Space – FlightExec Centre**

Each proposal shall be divided into the following four sections and be clearly marked as such:

- Section 1: Introduction Letter
- Section 2: Business Plan
- Section 3: Fit with Community and/or Facility
- Section 4: Rent Proposal - this Section **MUST** be submitted as one hard copy only, **in a separate sealed envelope**, labeled “Rent Proposal.”

Any additional supporting documentation shall be included in the applicable section.

On the Closing Date, commencing at 2:01 p.m., the Proposal envelopes will be opened and the names of the Proponents that have submitted proposals will be recorded by Municipal staff. The enclosed second sealed envelope (Section 4: Rent Proposal) will not be opened until such time as the Evaluation Committee has reviewed and evaluated Sections 1 through 3 for all proposals.

- a. Sealed proposals will be received by the Municipality, until the submission deadline, at:

Municipality of Thames Centre  
4305 Hamilton Road, Dorchester  
Ontario  
N0L 1G3

**Proposals received after the submission deadline will be sent back unopened.**

- b. RFP questions will be received until the date outlined in Section 6 of this document. Responses will be emailed to ALL Proponents.

- c. All parties considering submitting a proposal **MUST** register, in order to ensure they receive any/all RFP updates (addenda). Refer to Section 6 for deadline date to register. All RFP questions AND registering to receive RFP updates (addenda) must be done by emailing:

Steve MacDonald, Director of Community Services & Facilities  
[smacdonald@thamescentre.on.ca](mailto:smacdonald@thamescentre.on.ca)

- d. Addenda, if required, shall hereby form part of the RFP documents. All addenda shall be emailed to all registered Proponents as detailed above. This

will be completed by the date outlined in Section 6 of this document. It is the responsibility of the Proponent to review all addenda that have been emailed. No oral explanations or interpretations will modify any of the requirements or provisions of the RFP documents. The Proponent shall acknowledge receipt of addenda, if any, within their introduction letter (Section 1 of your Proposal).

e. All submitted proposals shall become the property of the Municipality and will not be returned to Proponents.

f. A bid security will not be required.

3. Since the Rent Proposals will not be viewed until a later date, not until after Sections 1 through 3 are reviewed and evaluated, there will not be a public opening of submitted Proposals.

#### **4 RFP Evaluation Process**

1. The evaluation process will be carried out by a committee, who will review and score all the submissions. Sections 1 through 3 will be reviewed and evaluated before Section 4 - Rent Proposals will be opened/reviewed/scored.
2. Evaluation results of submitted proposals and the ranking of proposals will not be disclosed by the Municipality after the evaluation process.
3. The Municipality will not necessarily accept the highest Rent Proposal nor any Proposal. Any implication that the most financially beneficial proposal(s) will be accepted is hereby expressly negated. As you will see by the evaluation criteria, further below, price is only one aspect of the decision process.
4. The Municipality reserves the right to seek clarification of any one or more proposals. As a result, bidders may be requested to:
  - i. Provide additional information
  - ii. Clarify their submission(s)
  - iii. Address specific requirements not adequately covered in their Proposal

#### **5 RFP Evaluation Criteria**

Proposals should demonstrate how the Proponent meets the requirements outlined in this RFP, and should further expand on their organizations qualities and any other relevant information to the extent the Proponent deems beneficial to support their Proposal. Proponents should also demonstrate why their Proposal should be preferred by the Municipality and how they will bring added value to the community by being selected to lease one of the available spaces.

The Municipality will evaluate and score proposals based on the following criteria:

1. Introduction Letter	5%
2. Business Plan	30%
3. Fit with Community and/or Facility	50%
4. Rent Proposal	15%
	100%



**6 RFP Schedule**

Task	Date
Release of RFP	February 22, 2024
Optional Site Visit (refer to 3-1 above)	8:00am March 4, 2024
Final date for Proponent questions	March 11, 2024
Final date for addenda/clarifications from the Municipality	March 12, 2024
Deadline to Register – <b>Mandatory</b> (refer to Section 3-2 c) above)	March 13, 2024
RFP submission deadline	2:00 PM Local Time March 18, 2024
Award of Potential Agreement(s)	April 16, 2024
Tentative Move-In/Possession Date	August to October 2024

**7 Confidentiality**

All correspondence, documentation and information provided by the Municipality to Proponents in connection with this proposal:

- a. Are and shall remain the property of the Municipality
- b. Shall be treated by the Proponents as confidential, and
- c. Shall not be used for any purpose other than for replying to this RFP.

The Municipality will not disclose a Proponent’s submission to a third party, save and except the legal compulsion to do so.

**8 Governing Law**

- a. The successful Proponent will be expected to comply with all existing Federal, Provincial, and Municipal Regulations, guidelines and standards, and any other authorities having jurisdiction.
- b. Any subsequent lease resulting from this RFP will be governed by the laws of the Province of Ontario.
- c. Accessibility – In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Municipality of Thames Centre is required to ensure all third parties or persons who provide goods, services or facilities on behalf of the organization are properly trained.

The successful Proponent shall comply with the Municipality's Accessibility Policy. A sign off form shall be completed and submitted to the Municipality prior to any lease agreement being entered into. The following links provide the further information on

the Accessibility Policy and sign off form:

[https://www.thamescentre.on.ca/sites/default/files/2019-04/AccessibilityPolicyProcedures-2017%20%282%29\\_0.pdf](https://www.thamescentre.on.ca/sites/default/files/2019-04/AccessibilityPolicyProcedures-2017%20%282%29_0.pdf)

<https://www.thamescentre.on.ca/sites/default/files/2019-04/ContractorSignOff-2013%20%281%29.pdf>

d. Freedom of Information - the information collected in response to this Request for Proposal is collected under the authority of the Municipality's Purchasing By-law No. 46-2021, as amended. The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under item 3.2 c) above.

## **9 Proposal Content**

### **Section 1 - INTRODUCTION LETTER**

Each proposal shall begin with an introductory letter. The letter shall summarize the proposal by discussing key features, such as the nature of the Proponents plans for leased space, a summary of similar experience to date, and any other key details the Proponent wishes to highlight. This letter must also acknowledge receipt and review of any/all addenda that were issued.

### **Section 2 – BUSINESS PLAN**

**This section must include:**

1. Executive Summary
2. Company/Organizational Information:
  - a. Legal name of Business, or of Individual who would be named in the Lease
  - b. Corporate Structure (if applicable)
  - c. Years of experience and education/training in related field
  - d. Name, contact information and experience of key people involved with this business (owner, staff, etc.)
3. Market Analysis
4. Competitive Analysis
5. Description of your Products/Services
6. Marketing Plan
7. Target Audience and Number of Existing Customers/Clients
8. Financial Plan & Projections
9. Funding Sources
10. Proposed Hours of Operation
11. Advise whether you would be willing to consider sharing one of these spaces with one or more other parties. For instance, if one Proponent is looking for space during traditional business hours (ie, weekdays between 8am and 4pm) and another wants to use that space on weeknights and weekends, then there may be potential for these two groups to jointly lease the space. Such opportunities may prove more attractive to the Municipality, in that this such an arrangement can expand the services available at this facility. There is no need for Proponents to

find another group to share the space with, simply explain whether or not you are open to such an arrangement.

12. Specify which of the three spaces you are interested in, ranking in order of preference if more than one of these spaces would meet your needs.
13. Schedule/Timing – provide your proposed schedule, including preferred date to take possession, along with any flexibility you may or may not have with regards to your preferred date of possession. Also advise the length of lease agreement you would be willing to enter into.

Advise if any renovations will be wanted or needed for the space to meet your needs.

Note - all three of these spaces will become available for alternative use shortly after the renovation project is completed. At this time the renovation is scheduled for completion in late July or early August, meaning these three spaces could become available for occupancy sometime between August and October. These dates are subject to change based on construction and are dependent on the time required to move current users of these spaces (and their property) out of these rooms. As a result, occupancy dates for all three spaces are subject to change.

14. Proponents are welcome to include any/all additional information that they feel is relevant and would be helpful in supporting your Proposal. This must include any renovations that you would require in order to make the space useful for your needs.

### **Section 3 – FIT WITH COMMUNITY AND/OR FACILITY**

In this section Proponents are encouraged to provide details on how this Proposal will be a good match/fit for the Municipality. This can include being a good fit/match with:

- the Municipality’s Community Services and Facilities Master Plan – 2023, which is available for viewing on the “Parks and Recreation” page of the Municipality of Thames Centre website:  
<https://www.thamescentre.on.ca/services/residents/parks-and-recreation>
- being a good match with this facility and the various programs, activities and services currently being offered at the FlightExec Centre
- being a good match by meeting a community need that you believe is not currently being met in Thames Centre
- or any other consideration which you feel makes your Proposal an ideal fit

#### **Section 4 – RENT PROPOSAL**

The standard 2024 rental rate for non-storage spaces at the Municipality is \$0.58 per square foot per month, plus HST. This rental rate is reviewed annually and adjusted by the Municipality, as of January 1.

First month rent will be required in advance, at time of entering into agreement.

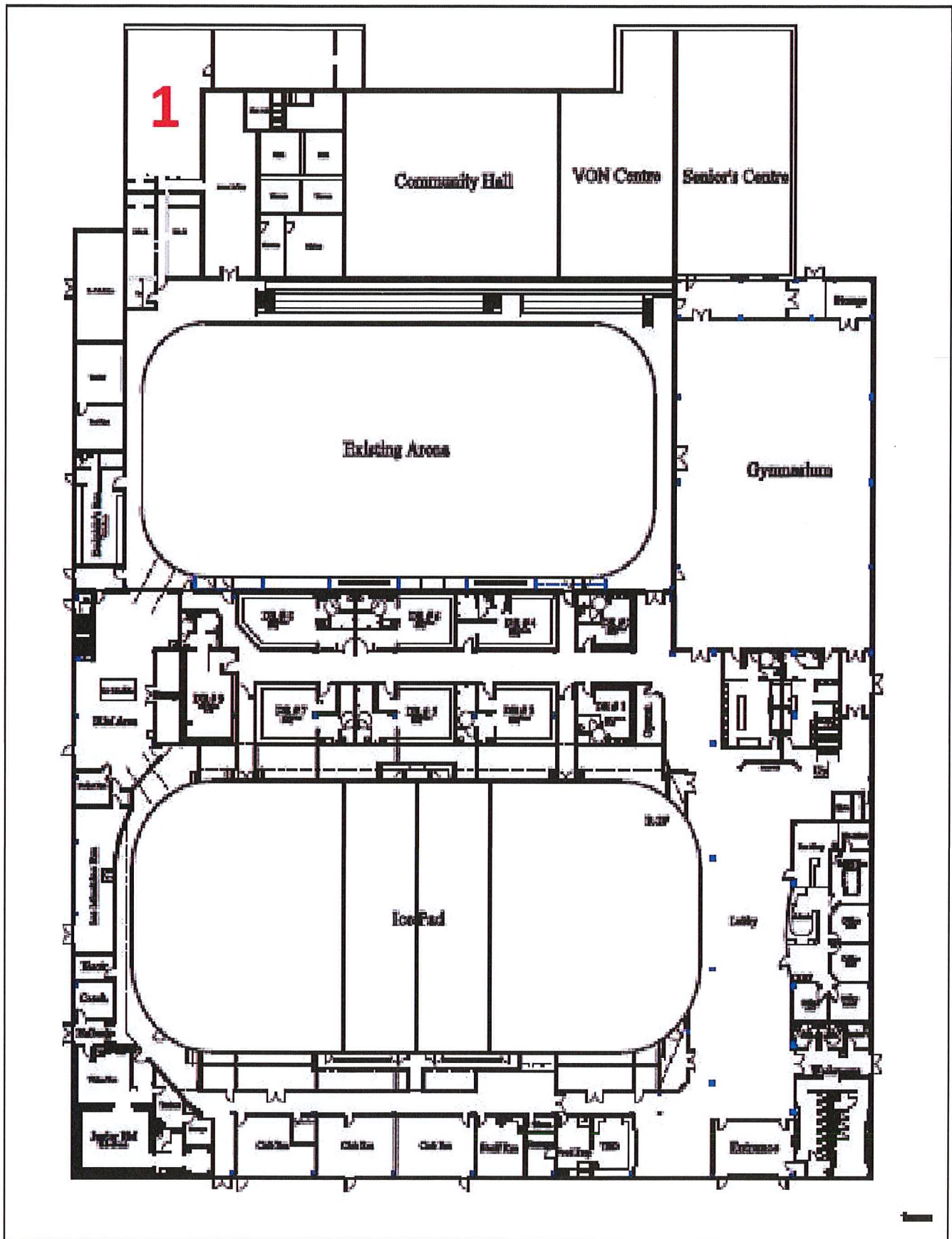
In this Section of your Proposal you must confirm, in writing, whether you are:

**1** - in agreement to pay this standard rental rate (\$0.58 per square foot per month + HST), or are you requesting a discount from this rental rate. If requesting a discount, you must specify what you are willing to pay on a monthly basis, before HST. This can be explained with the per square foot rate you are willing to pay, or the total amount you are willing to pay each month (specifying whether the rate you provide is before or includes HST).

**2** – in agreement to provide first month’s rent, in advance, at time of being awarded a rental agreement? (or a \$500 damage deposit if requesting a monthly rental rate under \$500.00).

**REMINDER** – Section 4 – Rent Proposal **must** be submitted in a separate sealed envelope labeled “Step 4 – Rent Proposal”

Appendix A – Level One – FlightExec Centre



Appendix B – Level Two – FlightExec Centre

