



REQUEST FOR EXPRESSIONS OF INTEREST



Township of Essa

Request For Expressions Of Interest "EOI"

For The Lease Of The Angus Recreation Centre Office/ Vacant Space &
Thornton Community Centre Office/ Vacant Space



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1.0 INTRODUCTION

1.1 Purpose of EOI

The Township of Essa (hereafter called “the Township” or “Township”) is asking interested parties to submit a Proposal for the following potential available rental space:

- Angus Recreation Centre Office/ Vacant Space (approximately 344 useable square meters of contiguous space)
- Thornton Community Centre Office/ Vacant Space (approximately 156 usable square meters of contiguous space)

All proposals submitted will be reviewed and rated as per the criteria listed below.

1.2 Submission of EOI

1.2.1 Interested parties shall submit their response to this EOI in writing in an envelope marked:

Township of Essa
Request for Expressions of Interest “EOI”
For the Lease of the Angus Recreation Centre Office/ Vacant Space
And/ Or the lease of the Thornton Community Centre Office/ Vacant Space

on or before 2:00:00 p.m. Eastern Standard Time on May 19th, 2021 (the “EOI Closing Time”) to:

Township of Essa
5786 Simcoe County Road 21
Utopia, ON, L0M 1T0

Attention: Jason Coleman – Manager of Parks and Recreation

- **Due to recent events surrounding COVID-19, electronic submissions will also be accepted. Email copies can be submitted to Amanda Winters at awinters@essatownship.on.ca**

1.2.2 Proposals will be opened following the EOI Closing Time. No Proposal(s) submitted after the EOI Closing Time will be accepted.



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- 1.2.3 The Township may reject any Proposal that is unsigned, incomplete, conditional, illegal, or if the proponent fails to meet all the requirements stated in this request. The Township also reserves the right to disqualify any proponent's submission whose credentials or performance has been deemed unsatisfactory in the past.
- 1.2.4 Each Proponent may submit only one Proposal in triplicate.
- 1.2.5 Any inquiries/clarifications respecting this EOI should be directed via email to Jason Coleman, Manager of Parks and Recreation, jcoleman@essatownship.on.ca.
- 1.2.6 The Township is under no obligation to respond to any inquiry submitted in respect to this EOI.
- 1.2.7 The Township is not bound to take any bid
- 1.2.8 Council reserves the right not to rent or lease the space if it so chooses
- 1.2.9 No inquiry submitted to the Township will be responded to after **May 7th, 12:00 noon** (Eastern Standard Time).

Activity	Date
Posting of EOI	April 29 th , 2021
Deadline for Questions/Clarifications	May 7 th , 2021
Submission of Proposal	May 19 th , 2021

1.3 General Conditions Applicable to this EOI

1.3.1 Appendices and Addenda

The appendices to this EOI and any subsequent addenda are incorporated into and form part of this EOI. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the Town.

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 To be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;



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- 1.3.2.3 That it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 To hold harmless the Township, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the EOI process;
- 1.3.2.6 That it shall not be entitled to claim(s) against the Township, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Township or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 That the Township will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Township's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 To waive any right to contest in any proceeding, case, action or application, the right of the Township to negotiate with any Proponent for the Contract whom the Township deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Township and acknowledges that the Township may negotiate and contract with any Proponent it desires.

1.3.3 No Contractual Relationship

The Proponent acknowledges and agrees that this procurement process is a Expressions of Interest for Proposal and is not a contractual process. It is part of an overall procurement process intended to enable the Township to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Township and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the Township and the Proponent arising from this EOI or the submission of a Proposal.

The Township may elect at its sole discretion to accept or reject any Proposal or part thereof and to waive any defect, irregularity, mistake or non-compliance in any Proposal



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and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests.

No implied obligation of any kind or on behalf of the Township shall arise from anything in the EOI Documents.

1.4 Discretion of the Township of Essa

Notwithstanding any other provision of this EOI to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this EOI. The Township is not bound to accept any Proposal. At any time prior to execution of the Contract, the Township may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Township reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 Utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 Negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work;
- 1.4.3 Waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 Receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced Proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 Determine whether any Proposal meets the submission requirements of this EOI; and
- 1.4.6 Negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the EOI or any requirements contained within this EOI.

1.5 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the Township. The Township may not accept the highest bid.



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1.6 Disqualification

The failure to comply with any aspect of this EOI (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the Township, including disqualification from the EOI process, suspension from the EOI process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 Representations and Warranties

- 1.7.1 The Township makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this EOI.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this EOI.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the Township shall arise from anything contained in this EOI, and the express representations and warranties contained in this EOI, and made by the Township, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this EOI, or otherwise made available by the Township or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the Township, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Township any conflict or error that it may find in the EOI. All other data is provided for informational purposes only.



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2.0 DESCRIPTION OF THE AVAILABLE PROPERTIES

- Angus Recreation Centre Office/ Vacant Space (approximately 344 useable square meters of contiguous space)
- Thornton Community Centre Office/ Vacant Space (approximately 156 usable square meters of contiguous space)

3.0 SUBMISSION REQUIREMENTS

The Township reserves the right, but is not required, to reject any Proposal that does not include the submission requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include the amount of rent, lease duration, usage.
- 3.1.3 Proposals must comply with the Township's zoning By-law and all applicable legislation, including that of the SMDHU. Staff have the right to inquire on additional details of usage to ensure compliance with all relative laws.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals must be signed by the representative for the Proponent;
- 3.2.1.1 Professional Liability Insurance covering the services provided by the Consultant with policy limits not less than One Million Dollars (\$1,000,000) per claim.
- 3.2.1.2 Errors and omission coverage for professional services liability with limited of not less than Five Million Dollars (\$5,000,000) per occurrence;
- 3.2.1.3 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Ontario;



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- 3.2.1.4 Employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than Five Million Dollars (\$5,000,000) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 3.2.1.5 Such other insurance as the Township may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this EOI, except for errors and omissions coverage (if required), to name the Township and any other party designated by the Township as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the Township. The Proponent shall, upon the request of the Township, furnish written documentation, satisfactory to the Township, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

The proponent shall submit confirmation of full compliance to all the requirements with their Proposal.

3.3 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of ninety (90) days following the EOI Closing Date in order to allow for the Township to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

3.4 Information Disclosure and Confidentiality

All documents submitted to the Township will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the Township's custody or control. It also prohibits the Township from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in Sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the Township cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.



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3.5 Independent Determination

A Proposal will not be considered by the Township if it was not arrived at independently without collusion, consultation, communication, or agreement as to any matter, such as prices, with any other Proponent.

3.6 Documents

All documents submitted by a Proponent shall become the property of the Township upon being presented, submitted, or forwarded to the Township. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this EOI, then their content and the media they are contained in shall also become the property of the Township upon their being presented, submitted, or forwarded to the Township.

3.7 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this EOI as to the purpose for the submission of Proposals, the Township may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other Township works. For clarity, the confidentiality obligations set out herein applicable to the Township's use of information shall not interfere with the Township's right to use concepts, ideas, suggestions and directions as herein described.

3.8 Available properties Conditions

The Proponent is responsible for inspecting the property.

3.8.1 The nature of the Work;

3.9 Law and Forum of Proposal

The law to be applied in respect of this EOI shall be the law of the Province of Ontario and all civil actions commenced in relation to this EOI shall be adjudicated by the Courts of the Province of Ontario. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Ontario.



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CHECKLIST

Proponents shall include in the Proposal all the following mandatory items:

- Interested parties resumes.
- 3 References
- Details of Usage
- Details of hours and promotion including planned signage
- Details of parking requirements and maintenance including waste disposal
- Any Certificates demonstrating licensing and or appropriate approvals as deemed necessary by staff
- A COVID safety plan to ensure safety precautions are planned for and implemented during the pandemic.