



Request for Expression of Interest

for

Temporary Use of the “Rice House” – 846-848 1st Avenue West, Owen Sound

Request for Information No.: **RFEOI-25-019**

Issued: **Tuesday, August 12, 2025**

Submission Deadline: **Wednesday, August 27, 2025 1:00:59 PM local time**

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation to Respondents

This Request for Expression of Interest (“RFEOI”) is issued by the Corporation of the City of Owen Sound (the “City”) to prospective Respondents to provide information that will further define the scope of the project and confirm eligibility to respond to a second state invitation request for proposal related to Temporary Use of the “Rice House” located at 846-848 1st Avenue West, Owen Sound, ON N4K 4K4.

The City of Owen Sound is located on the southern shore of Georgian Bay in a valley below the limestone cliffs of the Niagara Escarpment.

Known as the Scenic City, Owen Sound features an expansive harbour and bay, winding rivers, tree-lined streets, extensive parks and trails and a thriving, historic downtown.

As the largest urban community in Grey county, it holds the seat of government in Grey, supporting regional, provincial and federal government offices, a regional hospital and a campus of Georgian College.

Key natural attractions include Inglis Falls, Harrison Park, Kelso Beach Park and several conservation areas. The Bruce Trail forms a ribbon around the city along the escarpment, connecting waterfalls and revealing a wide array of flora and fauna, including rare ferns.

Once named a Cultural Capital of Canada, the city is home to numerous festivals and events, and cultural hot-spots.

In Owen Sound, you'll find a downtown economy that is balanced and diversified. The Heritage Place Shopping Centre and Heritage Grove complex on the east side complement the vibrant, scenic downtown core and other shopping areas.

Outdoor recreation abounds here. Excellent boating and fishing are available on the bay, and during the winter residents can access thousands of kilometres of snowmobile trails, cross-country skiing areas, and downhill ski clubs. Hiking and cycling are popular pursuits and there are many golf courses nearby. The City operates two arenas and numerous soccer and baseball complexes and is served by a modern recreation centre with pools, fitness facilities and more.

1.1.2 Respondent Must Be Single Entity

The Respondent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the City. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one (1) of those entities as the “Respondent”. The Respondent will be responsible for the performance of the Deliverables.

1.2 RFEOI Contact

To contact the City in relation to this RFEOI, Respondents must initiate the communication electronically through email to purchasing@owensound.ca. The City will not accept any Respondent’s communications by any other means, except as specifically stated in this RFEOI.

For the purposes of this procurement process, the “RFEOI Contact” will be:

Lauren Stewart, Purchasing and Claims Coordinator purchasing@owensound.ca

Respondents should only contact the RFEOI Contact where specifically instructed to in this RFEOI. All other communication in relation to this RFEOI, up to and including the submission of the proposal, must be via email as described above.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFEOI Contact, concerning matters regarding this RFEOI. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Respondent’s proposal.

1.3 Type of Contract for Deliverables

The City intends to invite the selected respondents to an invitational second-stage RFPI. It is the City’s intention to enter a contract with only one (1) legal entity.

1.4 RFEOI Timetable

1.4.1 Key Dates

Issue Date of RFEOI	Tuesday, August 12, 2025
Site Visit	Tuesday, August 19, 2025 11:00 AM
Deadline for Questions	Wednesday, August 20, 2025 11:59:59 PM local time
Deadline for Addenda	Monday, August 25, 2025 11:59:59 PM local time
Submission Deadline	Wednesday, August 27, 2025

The RFEOI timetable is tentative. It may be changed by the City at any time, and the City may choose to waive or extend the Deadline for Questions, Deadline for Addenda, and/or the Submission Deadline.

1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically via email to:

purchasing@owensound.ca

Submissions by other methods will not be accepted.

In the event of any technical issues, respondents should contact the City’s purchasing division at purchasing@owensound.ca

1.5.2 Proposals to Be Submitted on Time

Proposals must be finalized and sent via email on or before the Submission Deadline. The time of receipt of proposals shall be determined by the City's web clock. Late submissions will not be accepted by the City and will be disqualified as late.

Respondents are cautioned that the timing of submission is based on when the proposal is received via email, not when a proposal is submitted by a Respondent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, Respondents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

Purchasing Staff will send a confirmation email to the Respondent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the City.

1.5.3 Proposals to Be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the RFEIO document, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Proposals

Respondents may amend their proposals prior to the Submission Deadline. However, the Respondent is solely responsible for ensuring that the amended proposal is received by the City by the Submission Deadline.

1.5.5 Withdrawal of Proposals

At any time throughout the RFEIOI process until the execution of a written agreement for provision of the Deliverables, a Respondent may withdraw a submitted proposal. Prior to the Submission Deadline, Respondents may withdraw a submitted proposal via email. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFEIOI Contact and must be signed by an authorized representative of the Respondent.

PART 2 – EVALUATION

2.1 Stages of Evaluation

The City team will conduct the evaluation of responses in the following stages:

2.2 Stage I Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the City will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the respondent. The mandatory submission requirements are listed in Section C of the RFEOI Particulars (Appendix B).

2.3 Stage II Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Rated Criteria

The City will evaluate each qualified response on the basis of the non-price rated criteria as set out in Appendix A – Section D of the RFEOI Particulars (Appendix B).

2.4 Selection

Based on the evaluation of the responses in Stage II, all respondents who have been determined capable to complete the required deliverables shall be shortlisted.

2.5 Notification of Respondents

Respondents shortlisted by the City will be so notified by the City via email.

2.6 Second-Stage Competitive Process

The shortlisted respondents will then be eligible for an invitational second-stage competitive process.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFEOI PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFEOI. Where information is requested in this RFEOI, any response made in a response should reference the applicable section numbers of this RFEOI.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

3.1.4 Past Performance

In the evaluation process, the City may consider the respondent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFEOI Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFEOI or issued by way of addenda. Any quantities shown or data contained in this RFEOI or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFEOI.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by the City

The City will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful respondent. The agreement to be negotiated with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with

others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFEOI

3.2.1 Respondents to Review RFEOI

Respondents should promptly examine all of the documents comprising this RFEOI, and should report any errors, omission or ambiguities via email prior to the Deadline for questions. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by addenda issued by the RFEOI Contact via. It is the responsibility of the respondent to seek clarification from the RFEOI Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the respondent concerning this RFEOI or its process.

3.2.2 All New Information to respondents by Way of Addenda

This RFEOI may be amended only by addendum. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFEOI, such information will be communicated to all respondents by addendum via email. Each addendum forms an integral part of this RFEOI.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, the City may request further information from the respondent and/or third parties in order to verify, clarify or supplement the information provided in the respondent's response, including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section E of the RFEOI Particulars (Appendix B). The City may revisit and reevaluate the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification

The respondents selected by the City to be included in the prequalified Respondent list in accordance with the process set out in the Evaluation of Responses (Part 2) will be so notified by the City in writing. Once the selected respondents have been notified, the other respondents will be notified by public posting in the same manner that this RFEOI was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Unsuccessful respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFEOI Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session

is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

Any Respondent with concerns about the RFEOI process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the Respondent wishes to challenge the RFEOI process, it should provide written notice to the RFEOI Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the Respondent wishes to challenge;
- (b) a clear explanation of the Respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the Respondent's contact details, including name, telephone number, and email address.

The City will send an initial response to acknowledge receipt of the Respondent's notice and indicate the date by which the City will provide the Respondent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFEOI, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFEOI process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of the City in the preparation of its proposal that is not available to other Respondents;
 - (ii) having been involved in the development of the RFEOI, including having provided advice or assistance in the development of the RFEOI;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFEOI;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFEOI process (including, but not limited to, the lobbying of decision-makers involved in the RFEOI process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFEOI process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Respondent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a Respondent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing Respondent of the City may be precluded from participating in the RFEOI process in instances where the City has determined that the Respondent has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing Respondent is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a Respondent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the City determines that the Respondent has engaged in any conduct prohibited by this RF.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFEOI or any agreement entered into pursuant to this RFEOI without first obtaining the written permission of the RFEOI Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFEOI or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected Respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate

communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFEOI.

3.4.8 Respondent Suspension

The City may suspend a Respondent from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Respondent to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the City's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a Respondent, the City will notify the Respondent of the grounds for the suspension and the Respondent will have an opportunity to respond within a timeframe stated in the notice. Any response received from the Respondent within that timeframe will be considered by the City in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFEOI either before or after the issuance of this RFEOI:

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFEOI and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the Respondent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Respondent

A Respondent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFEOI process, including the evaluation of proposals. If a Respondent has any questions about

the collection and use of personal information pursuant to this RFEOI, questions are to be submitted to the RFEOI Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFEOI will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Respondent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFEOI.

3.6.2 No Contract until Execution of Written Agreement

This RFEOI process is intended to identify prospective Respondent for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and the City by this RFEOI process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the Respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFEOI process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFEOI Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

APPENDIX A – RFEOI PARTICULARS

A. DELIVERABLES

A.1 Background

The City of Owen Sound is seeking Expressions of Interest from eligible organizations interested in the temporary use of a municipally owned residential property known as the “Rice House,” located at 846 1st Avenue West, Owen Sound ON N4K 4K4. The property includes four apartment units and is slated for eventual demolition to accommodate a future expansion of the Tom Thomson Art Gallery. Demolition is not anticipated before 2028.

This RFEOI is issued to gauge interest and inform the development of an invitational second-stage RFP.

A.2 Eligibility

Respondents must fall into one of the following categories and shall be identified in Appendix B – Respondent Submission Form:

- Non-profit organizations geared towards providing housing;
- Charitable organizations whose mandate includes supporting housing stability or addressing social determinants of housing (e.g. emergency assistance, homelessness prevention);
- Public sector entities governed under the **Health Protection and Promotion Act**, **Education Act**, or other related Ontario legislation;
- Government bodies, including **Grey County**; or
- Accredited post-secondary institutions (including Georgian College)

A.3 Zoning Details

The property 846-848 1st Avenue West is designated ‘River District Commercial’ in the City of Owen Sound [Official Plan](#) (OP,2021) and is zoned ‘Core Commercial’ (C1) in the [City’s Zoning By-law 2010-078](#), as amended.

The list of permitted uses in the C1 Zone can be found in [Section 7.1](#) of the City’s Zoning By-law 2010-078, as amended. Additionally, Zone Regulations for the C1 Zone are listed in [Section 7.2](#) of the Zoning By-law.

The previous use of this property was for residential purposes. The General provisions in Section 5 of the Zoning By-law include provisions relating to non-conforming and non-complying uses.

A.4 Property Overview

- **Structure:** Four-plex.
- **Condition:** Fair; recently inspected by City staff. No formal facility condition assessment has been completed.
- **Utilities & Operating Costs:** Estimated at \$10,000 annually, to be borne by the Lessee
- **Leasehold Improvements:** Responsibility of the Lessee at discretion of the City, including provision of appliances if needed.
- **Miscellaneous:**
 - The property does not offer Air Conditioning.
 - There is shared laundry in the unfinished basement and is accessed from the rear of the building.

A.5 Interior Layout

The following offers a description of the four units.

Description	Apartment 1 – Main Level	Apartment 2 – Upper Level	Apartment 3 – Upper Level	Apartment 4 – Lower Level
Bedrooms	1 Bedrooms with Large Living Room	2 Bedrooms	3 Bedrooms	2 Bedrooms
Bathrooms	1 full bathroom with tub	1 full bathroom with tub	2 full bathrooms – one with tub, one with shower	1 full bathroom with tub
Kitchen	Sink, and stove	Fridge, sink, and stove	Fridge, sink, and stove	Fridge, sink, and stove
Miscellaneous			Unit has stairs	No common area

A.6 Anticipated Terms of Lease

- **Term:** 1 to 3 years.
- **Rent:** The City may consider proposals with nominal or zero rent.
- **Costs:** Lessee is responsible for all utilities, minor maintenance, grass cutting and snow removal on walkways and abutting property, purchasing garbage bag tags, complying with all municipal by-laws and insurance.
- **Termination:** The City may terminate the lease on notice should the site be required for municipal purposes.

A.8 Site Visit / Pre-Bid Meeting

A non-mandatory site visit has been scheduled for Tuesday, August 19, 2025 at 11:00 AM Local Time. Respondents are invited to meet at the Rice House, located at 846-848 1st Avenue West, Owen Sound, ON N4K 4K4. The City will make the site available for inspection by interested parties.

Each Respondent must satisfy themselves as to the existing facility and property conditions, including operational conditions that may impact the desired use of the facility. Each Respondent shall make its own determination of the potential site conditions to be encountered.

The Respondent may not claim at any time after the submission of the Quotation that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Respondents should refer to the instructions attached to the solicitation for the Appendix B – Submission Form requirements and provide all required information in accordance with the instructions provided in the RFEIO document.

2. Pricing

Each proposal must include pricing information that complies with the instructions set out below in Section G of this Appendix B.

D. MANDATORY RESPONSES FROM RESPONDENTS

Respondents are required to provide responses to each of the sections listed below. The maximum pages for this proposal shall be ten (10) pages total and shall be in a PDF format.

These criteria will determine which respondents are to be short-listed.

a) Background & Relevant Experience

The City is seeking a Respondent that is responsive, collaborative, and innovative and has the demonstrated capabilities to provide the deliverables as identified.

- Submissions should include an outline of the Respondent's background, area of expertise, number of employees, current and previous location, types of programs/services offered, and years in business, and experience operating and maintaining a similar facility/property.
- Include three (3) business references speaking to the credibility of the Respondent's experience as it relates to the proposed use.

b) Proposed Operations

- Details on proposed operations, including:
 - Compatibility with the community and surrounding land uses.
 - A conceptual plan that highlights the proposed use of the building both inside and out, and how the proposed use can be accommodated;
 - Outline the benefit of the operation to the City and its strategic priorities;
 - Proposed lease terms and timeline for occupancy.

c) Financial Resources

- Please demonstrate sufficient financial resources for operations and to maintain the leased space;

APPENDIX B – RESPONDENT SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one (1) person to be the respondent's contact for the RFEIO process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Respondent Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	
Organizational Type (See Appendix A – RFEIO Particulars – Section A.2 – Eligibility)	

2. Terms of Reference

In responding to this RFI, the respondent acknowledges its acceptance of the following RFI Terms of Reference:

a. RFEIO Not a Formal Competitive Bidding Process

This RFEIO is issued for information-gathering purposes and is not intended to be a formal legally binding "Contract A" bidding process. Without limiting the generality of the foregoing, this RFI will not necessarily result in any subsequent negotiations, direct contract award, invitational tendering process, or open tendering process, and does not constitute a commitment by the City to procure any goods or services.

b. RFEIO Not to Limit the City's Pre-Existing Rights

This RFEIO will not limit any of the City's pre-existing rights. Without limiting the generality of the foregoing, the City expressly reserves the right, at its discretion, to:

- (i) seek subsequent information or initiate discussions with any potential Respondent, including potentials Respondents that did not respond to this RFEIO;

- (ii) initiate direct negotiations for the procurement of any good or service with any potential Respondent or Respondents, regardless of whether the potential Respondent or Respondents responded to this RFEIO;
- (iii) contact a limited number of potential Respondents, which may include only those that responded to this RFEIO or may include potential Respondents that did not respond to this RFI, for the purpose of a competitive process for the procurement of any good or service;
- (iv) elect to proceed by way of open tender call where all potential respondents, including those that did not respond to this RFEIO, are eligible to compete for the award of a contract for the supply of any good or service; and
- (v) elect not to procure the good or service that is the subject of this RFEIO.

These expressly reserved rights are in addition to any and all other rights of the City that existed prior to the issuance of this RFEIO.

c. Pricing Information for General Information Purposes Only

Any pricing information provided by respondents is for general information purposes and is not intended to be binding on respondents. Any legally binding pricing or purchasing commitments will be established only where specified by the express terms of a subsequent tender call process or where established through the execution of a written agreement.

d. Information in RFEIO Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in the RFEIO or issued by way of addenda. Any quantities shown or data contained in this RFEIO, or provided by way of addenda, are estimates provided only as general background information.

e. Parties to Bear Their Own Costs

The City will not be liable for any expenses incurred by a respondent, including the expenses associated with the cost of preparing responses to this RFI. The parties will bear their own costs associated with or incurred through this RFEIO process, including any costs arising out of, or incurred in, (i) the preparation and issuance of this RFI; (ii) the preparation and making of a submission; or (iii) any other activities related to this RFEIO process.

f. Accuracy of Responses

The respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate.

g. Submissions Will Not Be Returned

Except where set out to the contrary in this RFEIO or expressly requested in the respondent's submission, the submission and any accompanying documentation provided by a respondent will not be returned.

h. Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFI either before or after the issuance of this RFEOI (i) is the sole property of the City and must be treated as confidential; (ii) is not to be used for any purpose other than replying to this RFI; (iii) must not be disclosed without prior written authorization from the City; and (iv) must be returned by the respondent to the City immediately upon the request of the City.

The respondent may not, at any time directly or indirectly, communicate with the media in relation to this RFEOI without first obtaining the written permission of the City.

i. Disclosure of Information

The respondent consents to the City's collection of information as contemplated under the RFEOI for the uses contemplated under the RFEOI. Respondents should not include information in their response that is proprietary or confidential. Information provided by a respondent may be released in accordance with governing laws. To the extent that a respondent does include confidential or proprietary information, the respondent should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except where an order by a tribunal or court requires the City to do otherwise. The respondent consents to the disclosure, on a confidential basis, of this submission by the City to advisers retained by the City for the purpose of reviewing this submission.

The respondent acknowledges that the City may make public the name of any and all respondents.

j. Governing Law

This RFEOI process will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date