



Request for Proposals
for
Operation of a Food Concession at Julie McArthur Regional Recreation Centre

Request for Proposals No.: **RFP-26-002**

Issued: **Thursday, March 12, 2026**

Submission Deadline: **Wednesday, April 8, 2026 1:00:59 PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the City of Owen Sound (the “City”) to prospective proponents to submit proposals for the **Operation of a Food Concession at Julie McArthur Regional Recreation Centre**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

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.

The City of Owen Sound is seeking proponents to submit proposals for the operation of a food concession at Julie McArthur Regional Recreation Centre located at 700 10th Street East, Owen Sound, ON N4K 0C6.

1.1.2 Proponent Must Be Single Entity

The proponent 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 “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.3 Document Access and Questions

All proponents must be able to access the City's website at [Purchasing, GIS, Risk and Asset Management | City of Owen Sound](#). This website will allow proponents to download the solicitation document, contain details on how to ask questions, receive addenda, download addenda, and submit their proposal electronically.

1.2 RFP Contact

To contact the City in relation to this RFP, proponents must initiate the communication electronically through email. The City will not accept any proponent's communications by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, the "RFP Contact" will be:

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

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

Proponents 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 RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent.

1.3.2 Term of Contract

The Contract Term shall be for 3 years beginning July 1, 2026 to June 30, 2029. The City shall have the option to renew the contract for one additional 24-month terms (July 1, 2029 – June 30, 2031) upon mutual agreement. Contract renewal will be based upon the continued need for the service, quality of service, mutual agreement and negotiations between the Successful Proponent and the City, but will not exceed the annual CPI index. All rates negotiated for each Contract extension shall remain firm for the entire extension year. Each renewal period shall be awarded subject to the Terms and Conditions set out in this Agreement.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Thursday, March 12, 2026
Site Visit / Pre-Bid Meeting	Wednesday, March 25, 2026 at 10:00 am local time
Deadline for Questions	Wednesday, April 1, 2026 11:59:59 PM local time
Deadline for Issuing Addenda	Thursday, April 2, 2026 11:59:59 PM local time
Submission Deadline	Wednesday, April 8, 2026 1:00:59pm local time
Rectification Period	3 business days
Anticipated Ranking of Proponents	May 2026
Contract Negotiation Period	10 calendar days
Anticipated Execution of Agreement	May 2026
Initial Lease Term	July 1, 2026 to June 30, 2029

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

A non-mandatory site visit has been scheduled for Wednesday, March 25, 2026 at 10:00 am Local Time. Bidders are invited to meet at the concession area in Julie McArthur Regional Recreation Centre, located at 700 10th Street East. The City will make the site available for inspection by interested parties.

Each Bidder must satisfy themselves as to the local conditions to be met during the completion of the work including operational conditions that may impact the completion of the work. Each Bidder shall make its own determination of the potential site conditions to be encountered.

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

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 RFP documents, 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

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

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal through email to purchasing@owensound.ca. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

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

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Non-Price Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the City may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the City may reject the proposal. The City may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is

not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

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 selected proponent. The agreement to be negotiated with the selected proponent 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 RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing via email to purchasing@owensound.ca on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. 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 the RFP Contact. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

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 proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the City's location or by way of conference call or other remote meeting format as prescribed by the City.

3.3.3 Procurement Protest Procedure

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

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

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

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the proponent 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 proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP 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 proponent'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 proponent 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 supplier of the City may be precluded from participating in the RFP process in instances where the City has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier 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 proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents 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 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

Proponents must not, in relation to this RFP 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 proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents 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 RFP.

3.4.8 Supplier Suspension

The City may suspend a supplier 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 supplier 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 supplier, the City will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier 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 RFP either before or after the issuance of this RFP:

- (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 RFP 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 proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent 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. Proponents 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 RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP 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 RFP 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 proponent 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 RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers 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 proponent and the City by this RFP 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 proponents. 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 RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP 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.

3.8 Payment

The successful proponent will receive monthly lease invoices and will be required to remit payment within 30 days of receiving each invoice.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

A lease will be negotiated with the successful proponent based on the RFP documentation including Attachments.

APPENDIX B – RFP PARTICULARS

A. THE DELIVERABLES

A.1 Background

The City of Owen Sound invites proponents to submit proposals for the operation of a food concession at Julie McArthur Regional Recreation Centre located at 700 10th Street East, Owen Sound, ON N4K 0C6. The successful proponent will sign a lease with the City of Owen Sound for the operation of the food and beverage facility. The previous agreement included an annual rent of \$1,300 to cover expenses surrounding the concession, including utilities and operating expenses.

Facility Details

Julie McArthur Regional Recreation Centre features the following:

- Twin NHL size ice pads (85x200)
- Arena seating upper level for 208, ice level for 125 and warm viewing area on upper-level seats 94.
- A health, fitness and recreation centre including an 8 lane pool, a warm water pool, and a full fitness facility ([operated by the YMCA](#))

The City expects around 200,000+ annual visits that includes YMCA members, families participating in recreational activities such as hockey and figure skating, or weekend tournaments.

Concession Space Details:

- The concession area is located in a prominent location in the North South corridor of the building separating the ice rinks and the Owen Sound YMCA.
- Accessible space for staff and patrons.
- Secured Concession Floor Area: approximately 150 Sq.ft.
- Non-Exclusive Public Concession Floor Area (for queuing): approximately 200 Sq. ft.
- Flooring: Tile
- The proponent will have access to three (3) 20-amp outlets along with hot and cold running water and a regular sanitary drain at each concession location. The specific area will be 100 sq. ft.
- The proponent will have non-exclusive use of the washrooms and use of the parking lot.
- The City is responsible for exterior snow removal and maintenance.
- The facility is subject to an agreement with Coca Cola. The successful proponent will be required to abide by the terms of that contract supplying only Coca Cola products.
- The proponent may choose not to be present during all hours the building will be open.
- Operating hours of the JMRRC will generally be Monday to Friday 6:00 a.m. to 10:00 p.m., Saturday 7:00 a.m. to 9:00 p.m.; and Sun 7:00 a.m. to 8:00p.m., exception being statutory holidays.

Equipment Provided

The following equipment is installed at JMRRC. The successful proponent will have access to this equipment.

Equipment
Sinks
Counter
Cupboards
Beverage Cooler
Tables and Chairs (Shared Space)

For any equipment owned by the City, the successful proponent will be required to:

- Sign off on the condition of the equipment.
- Provide an undertaking to return the equipment to this condition upon expiry of the agreement, with the understanding of normal wear and tear.
- Ensure the equipment is kept clean and adheres to all public health regulations

If the successful proponent provides additional equipment, they will assume full and sole liability for its operation, safety or maintenance. No equipment that emits vapour or uses grease will be permitted. Any concession equipment provided by the proponent must meet all building, fire codes and safety regulations. Changes to the leased concession space requires the write approval of the City of Owen Sound. No costs shall be incurred by the City for either the equipment or its installation.

A.2 Scope of Work

- Provide nutritious and nut aware food choices and meal options as per the Operating Agreement in place with YMCA of Owen Sound Grey Bruce. **This includes compliance with the City's Nut Aware Policy.**
- Ensure staff are adequately trained, in professional attire, and on the premises during operation at all times.
- Provide a high level of administrative, dietary food preparation (if required), customer service, and health and safety expertise in all matters related to the delivery of food services
- Follow all health protocols from Grey Bruce Health Unit, including applicable health and safety regulations, permits, licensing, and legal requirements.
- Maintain cleaning and sanitary standards inside the concession space and concession seating areas, the space where customers enjoy their meals.
- Maintain consistent contact with City staff and report any concerns directly to the Manager of Arena Operations or designate.
- Complete all payments on time each month directly to the City's account payable team.

- Permit City staff entry to the space when provided sufficient notice.
- Preference is for proponent to install and maintain a POS or cash register capable of debit and credit card transactions.
- The Proponent shall also enter into an agreement with Crystal Vending for the oversight of a vending machine located within the East West corridor of the JMRRC. This agreement is separate from the City lease, and the proponent will receive a commission percentage sold on a bi-annual basis.

A.3 Schedule

The successful proponent shall keep the concessions open and operational for business during the peak times scheduled seasonally based on rentals, user groups, events, and tournaments, however is at the discretion of the proponent. Hours must be accurately reflected and posted.

A.4 Floorplan

A floor plan identifying the Concession Area is included in **Attachment 1**.

A.5 Images

Images of the Concession Area are included in **Attachment 2**.

A.6 Additional Terms and Conditions

Additional terms and conditions are included as **Attachment 3**.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

The City has an Exclusive Beverage Agreement in place with Coca Cola Canada. The successful proponent will be required to abide by the terms of that contract supplying only Coca Cola Canada products.

The City has an operating Agreement in place with YMCA of Owen Sound Grey Bruce. A provision of the Agreement is to incorporate healthy food choices in the provision of food services in the Recreation Centre.

The City has a Nut Aware Policy available on the City's website: [CS83 Anaphylaxis Policy](#). The successful proponent will be required to abide by the terms of the Policy.

The Proponent shall also enter into an agreement with Crystal Vending for the oversight of a vending machine located within the East West corridor of the JMRRC. This agreement is separate from the City lease, and the proponent will receive a commission percentage sold on a bi-annual basis.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Pricing

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

3. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

1. Workplace Safety and Insurance Board (WSIB)

The Service Provider certifies that it is in full compliance with the Workplace Safety and Insurance Act.

A copy of the Clearance Certificate must be submitted by the service provider upon notification of the award and prior to commencing work. Updated Clearance Certificates should be provided during the course of the contract.

2. Insurance

Throughout the entire term of this Lease and any renewals thereof, the Tenant shall, at its own cost and expense/ to take out and keep in full force the following insurance coverage. This insurance shall be primary, non-contributing with and not excess of any other insurance available to the City:

- a. Commercial General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include the Corporation of the City and the YMCA of Owen Sound Grey Bruce as Additional Insured with respect to the Tenant's operations, acts and omissions relating to its obligations under this Lease, such policy to include, but not be limited to, non-owned automobile liability; liquor liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. This policy shall not be

invalidated as respects the interests of the City by reason of any breach or violation on any warranties, representations, declarations or conditions.

- b. Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Lease.
- c. Insurance upon property of every description owned by the Tenant, or for which the Tenant is legally liable, on an All Risk basis for the full replacement cost thereof. This insurance shall contain a waiver of any subrogation rights, which the Tenant's insurers may have against the City or those for whom the City is in law responsible.
- d. The Tenant shall provide Certificates of Insurance or copies of the insurance policies if required by the City, with provision for 30 days' prior notice by registered mail in the event of cancellation or material change, which reduces or restricts the insurance provided.
- e. The Tenant agrees that if they fail to take out or keep in force any such insurance referred to in this clause, or should any such insurance not be approved by the City, and should the Tenant not commence and proceed to diligently rectify the situation within forty eight (48) hours after written notice by the City, the City has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant' The City shall be reimbursed as set out under the terms of this Lease.

The City reserves the right to modify the insurance requirements as deemed suitable.

Indemnification Provision:

The Contractor shall indemnify and hold harmless the City and the Contract Administrator, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are,

- a) Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property;
- b) Caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable.

Third Party Claims Process:

The City's claims process for Third Party claims is to refer the claimant directly to the Contractor and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.

As the City has a responsibility to the taxpayers, we must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Contractor, either directly by a third party or through the City shall be promptly investigated by the Contractor. The Contractor shall make contact with the third party claimant within 48 hours of receipt of notice of a claim. The Contractor shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing, with a copy to the City, of its position regarding the claim within 21 calendar days of the notice. The Contractor shall include in its response the reasons for its position.

Should this position not resolve the claim and be accepted by the third party claimant, the Contractor shall immediately report the claim to its Insurer for further review. (Insurer for this purpose is defined as either the Claims Department of the Contractor's Insurance Company or the Claim's Administrator at the Contractor's Insurance Broker.) The Contractor's Insurer upon receipt of this claim shall advise the third party claimant by letter, with a copy to the City, that it is now investigating the claim. When a final position on the claim has been determined, the Contractor's Insurer shall advise the third party claimant by letter, with a copy to the City. Failure to follow this procedure shall permit the City to investigate and resolve any such claims.

Nothing herein shall limit the right of the City to investigate and resolve any such claims notwithstanding the response of the Contractor and/or its Insurer and to seek indemnification from the Contractor or to exercise any other rights under the Contract.

The City may, without breaching this contract, retain from the funds owing to the Contractor an amount that, as between the City and the Contractor, is equal to the balance in the City's favour of all outstanding debts, claims or damages, whether or not related to this contract.

The City reserves the right to modify the insurance requirements as deemed suitable.

3. Health and Safety / WSIB

The successful Bidder is required to abide by the Occupational Health and Safety Act related to the performance of the work. The successful Bidder is required to provide the City with a valid WSIB Clearance Certificate. Clearance Certificates should be renewed every ninety (90) days (minimum) during the course of the contract.

4. Accessibility For Ontarians with Disabilities Act, 2005 (AODA)

Businesses and individuals that the City has contracted to provide goods or services to customers must ensure that their employees, agents and subcontractors are trained on providing accessible customer service. All proponents will be required to complete the City's Accessibility Compliance Form as a one-time registration in order to do work on behalf of the City. The successful Bidder will be required to provide a completed AODA Form with the executed Contract.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

An evaluation team will evaluate all proposals received using an average scoring approach from all evaluations completed by the proposal evaluation committee. The following evaluation criteria outline the areas of importance that will be considered in project award. Proposal submissions should satisfy all criteria points wherever possible.

The minimum threshold is 54/90 (60%).

Non-Price Rated Criteria Category	Weighting (Points)
Background, Relevant Experience, and References	20
Company Personnel	15
Understanding the Deliverables –	35
a. Methodology	15
b. Training	10
c. Non-Profit Organization or Collaboration	10
Operational Plan	20
Total Points	90

The Evaluation Team will score each proposal in the following manner:

1. All criteria with the exception of Fees and Expenses will be scored **out of 5** for simplicity and consistency (irrespective of the actual score/weight of the particular criterion). Following the consensus session, the scores will be determined by multiplying the evaluated score (out of 5) x maximum score x .1 to get a final score.
2. For consistency, the following table describes the characteristics attributable to particular scores between 1-5.
 - 1 Does not meet the requirements
 - 2 Barely meets the requirements (significant reservations)
 - 3 Somewhat meets the requirements/expectations (some reservations)
 - 4 Meets the requirements/expectations
 - 5 Exceeds requirements/expectations

Technical Proposal Criteria

Proponents are required to provide responses to each of the sections listed below. **No pricing shall be included in the technical proposal.**

i) Background & Relevant Experience (20 points)

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

- Submissions should include an outline of the company's background, including its history in providing food and beverage services or concession services, the number of employees, and years in business.
- A description of its knowledge, skills, and experience relevant to the Deliverables.
- Provide two (2) references from clients (preferably other municipalities) who have obtained services of similar scope and size within the last five (5) years with contact information for the organizations, including a brief synopsis for each project.

ii) Company Personnel (15 points)

- The respondent should describe in detail the level of experience and knowledge of the proposed team related to the services required by this RFP, including related experience, and an overview of their roles, duties, and responsibilities.
- Provide an overview of the staffing structure required to operate your business efficiently, and to ensure customers receive a fast and positive service experience (particularly during times of high visitor activity).

iii) Understanding the Deliverables – Methodology, Training and Non-Profit Organizations (35 points)

It is expected that Proponents will provide qualifications, training and ability to meet/exceed the requirements and expectations of the City, including and not limited to the following:

- a) Proponents shall provide an overview of their understanding of the deliverables by using their experience on past projects to demonstrate an understanding of the required services.
- b) Explain how these services align with the needs of the community and how they could enhance or complement the existing offering at the Recreation Facility.
- c) Provide a description of the recruitment and selection process completed by your organization.
 - Provide the proposed supervisory personnel to be assigned to the contract, including their experience and qualifications.
 - Provide an overview of how staffing will be covered
 - A detailed overview of the conflict resolution policy, including the procedure for identifying concerns and issues to the City.

- Describe the training program provided to your staff.
 - d) Consideration will be given to non-profit organizations, social enterprises, and/or collaboration with non-profit organizations. Please demonstrate through an explanation how your company is involved or meets these considerations.
 - A **non-profit organization** is defined as an organization that is organized and operated exclusively for social welfare, civic improvement, pleasure, sport, recreation, or any other purpose except profit
 - **Social Enterprise** means a business that sells goods or services, embeds a social, cultural or environmental purpose into the business, and reinvests the majority of profits into its social mission.
- iv) Operational Plan (20 points)

Provide a detailed and concise explanation of your plan to operate the concession booth, including details, and not limited to the following:

- a) What types of food will be available? Consideration will be made to healthy, sustainable and allergy considerations that take into account the City's Nut Aware Policy.
- b) How will you ensure health regulations and standards are met?
- c) Details respecting food preparation and specify any proposed location or access to a commercially licensed kitchen.
- d) List proposed core menu items and proposed pricing.
- e) List any additional equipment you plan to require.

G. PRICE EVALUATION METHOD

Pricing is worth 10 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

Proponent price ÷ highest price x weighting = proponent's pricing points

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information in a separate PDF attachment. No pricing information shall be included in the technical proposal.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

- Annual Offered Rental Amount for Year 1,2, 3

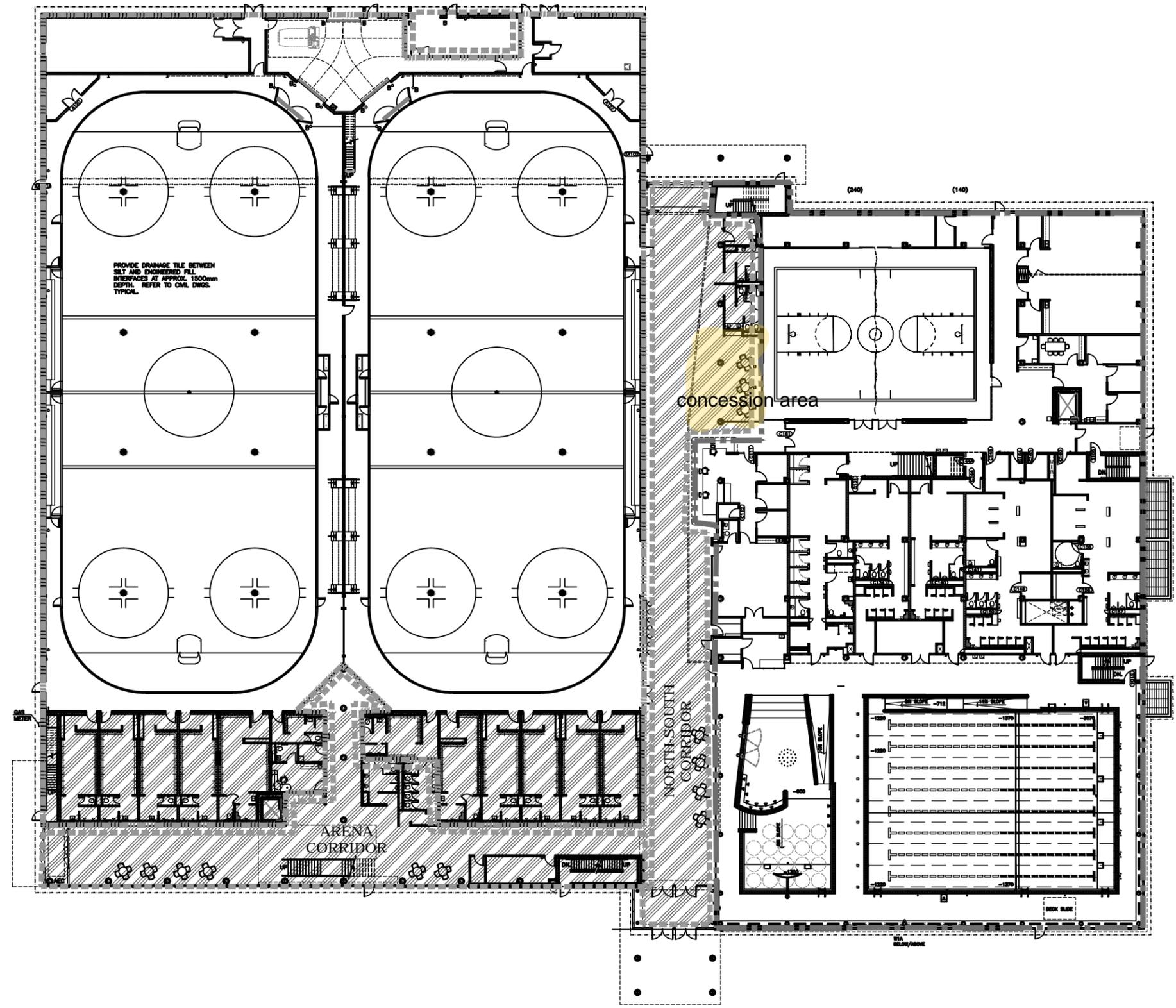
APPENDIX C – SUBMISSION FORM

Proponents shall provide three total **separate** PDF documents to purchasing@owensound.ca:

- **Technical Proposal** (no pricing information)
- **Pricing Proposal** with Annual Offered Rental Amount for Year 1,2, 3
- **Signed Submission Form**

1 2 3 4 5

D
C
B
A



- COMMON USE [diagonal hatching]
- CITY USE [horizontal hatching]
- YMCA USE [vertical hatching]
- WASTE HEAT IN-FLOOR HEATING [cross-hatching]

ARCHITECTS
**SHORE
TILBE
IRWIN
& PARTNERS**

85 DUNDAS STREET WEST, SUITE 200 TORONTO, ONT. CANADA M5G 1Z6
L 416 597 8900 F 416 597 0990 WWW.STIPARTNERS.COM



SEE MECHANICAL DRAWINGS FOR WEEDING TILE SYSTEM. FOR CONNECTIONS TO SUMP PUMPS AND TO SEWER SYSTEM, REFER TO MECH DWGS AND SITE SERVICE DWGS.

NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
11	07.05.10	REVISED PLAN
10	08.30.10	REVISED PLAN
10	08.22.10	REVISED PLAN
9	08.22.10	REVISED PLAN
9	08.18.10	REVISED PLAN
8	08.11.10	REVISED PLAN
7	08.08.10	REVISED PLAN
7	08.08.10	REVISED PLAN
6	05.21.10	REVISED PLAN
5	05.07.10	REVISED PLAN
4	04.12.10	REVISED PLAN
3	04.05.10	REVISED PLAN
2		
1		

PROJECT NAME:
OWEN SOUND
REGIONAL
RECREATION
CENTRE

ADDRESS:
700 10th ST. EAST
OWEN SOUND, ON

FILE NO: -
DRAWN BY: SA
SCALE: 1:150

PROJECT NUMBER:
0927

SHEET TITLE:
GROUND
FLOOR PLAN

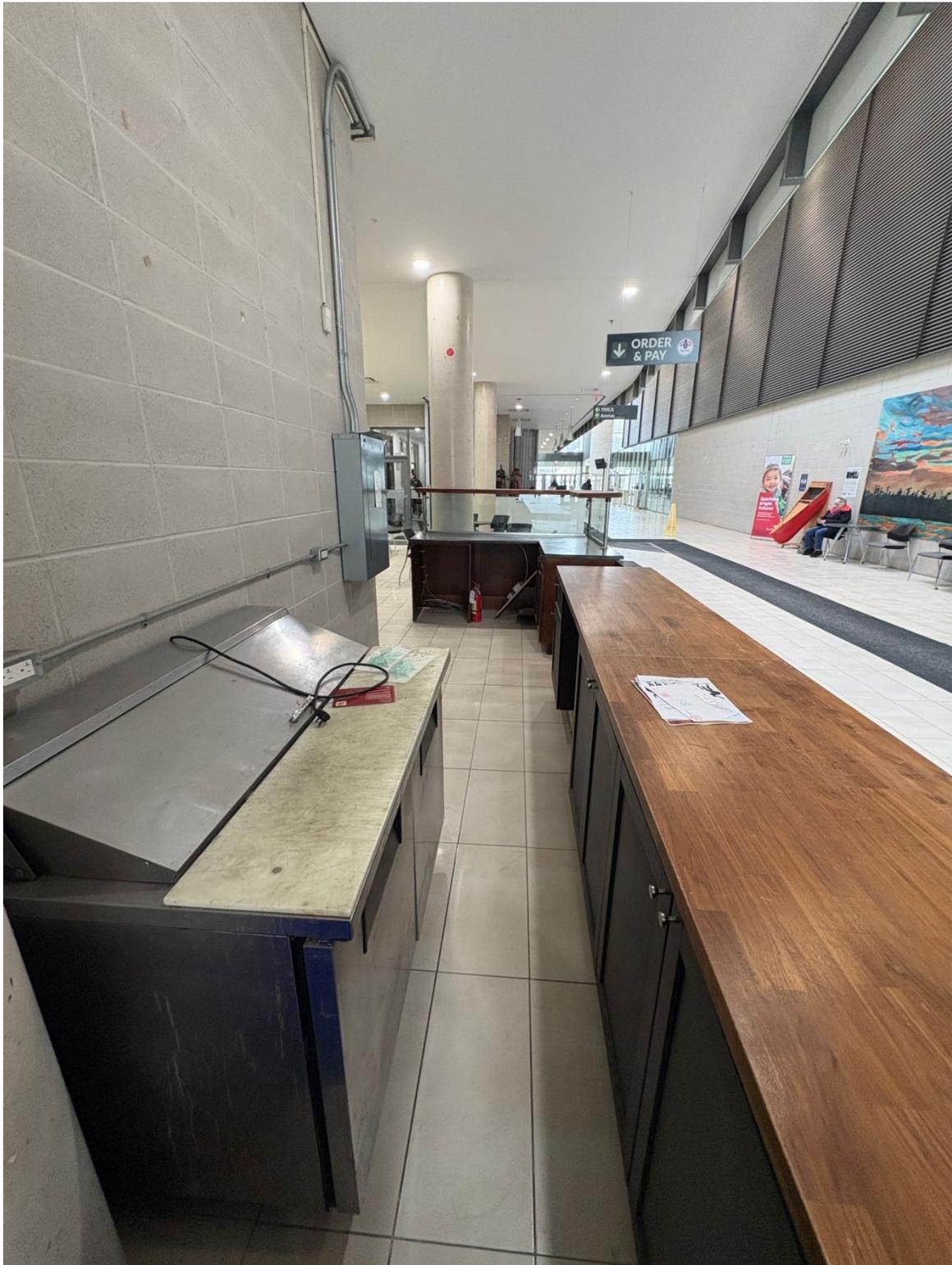
A-102

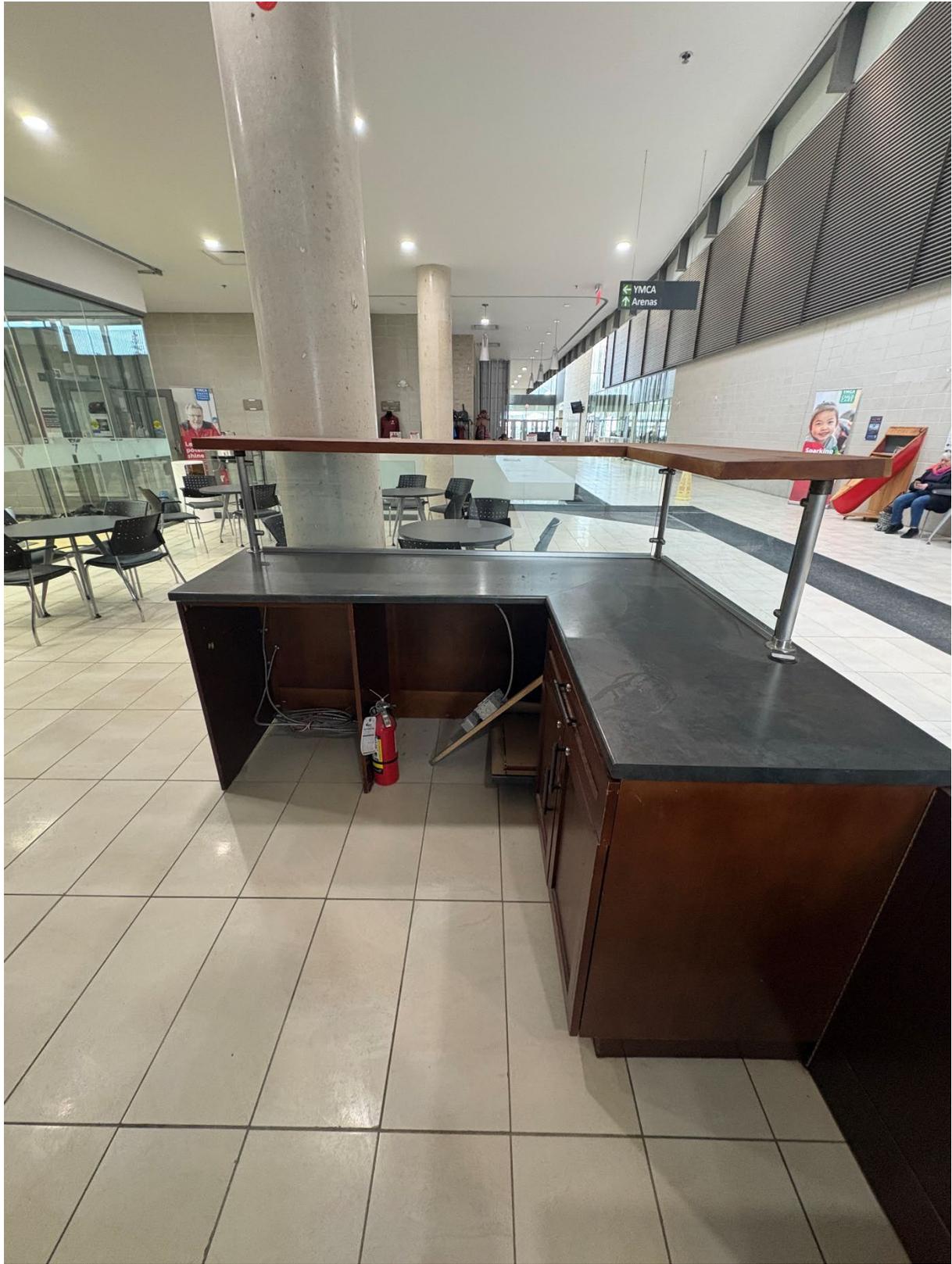
1 2 3 4 5

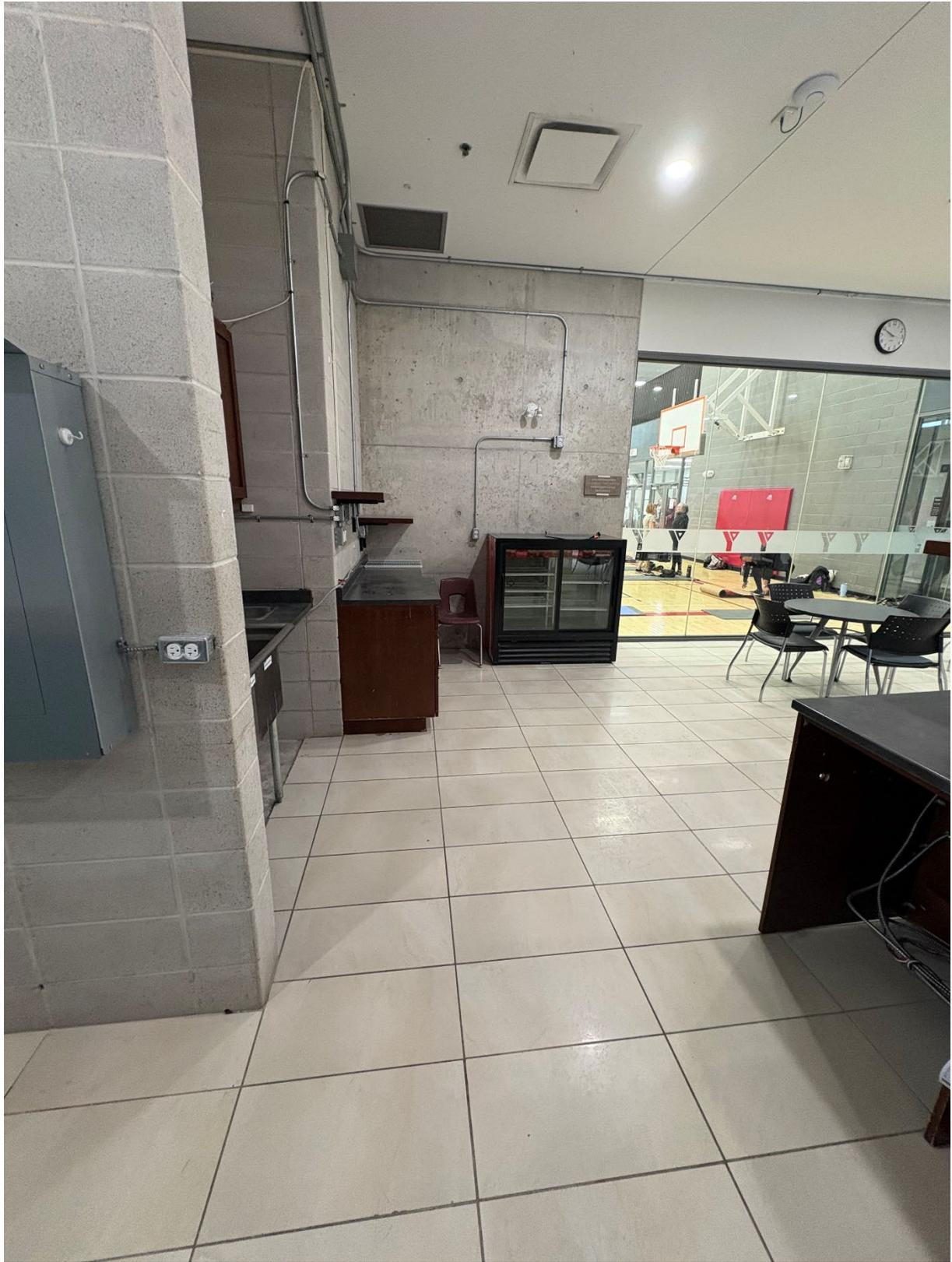
**RFP-26-002 - Operation of a Food Concession at Julie McArthur
Regional Recreation Centre**

Attachment 2 – Images of Space











Attachment 3 – JMRRRC General Conditions of Contract

Procedures

1. The Successful Proponent shall not comply with requests and/or orders issued by anyone other than the City Representative or his/her authorized representative(s) acting within their authority for the City. Any change to the Contract must be approved in writing by the Purchasing Agent and the Successful Proponent.

Labour Disputes:

2. The Contractor shall bear the risk and responsibility of any loss, damage or expense to the work, or to himself or herself or any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of the City of Owen Sound to meet its obligations under the Contract.

Maintenance and Cleaning:

3. All maintenance of the concession and storage areas is the responsibility of the proponent. This includes all equipment repair and daily, weekly, monthly and yearly maintenance items.
4. The vendor is responsible for all cleaning of the booth area and equipment. The vendor is responsible for returning the equipment to the City at the end of the contract in the same condition as it is at the beginning of the contract.

Sanitation:

5. The Contractor shall at all times be responsible for maintaining a high housekeeping and sanitation level. This level is intended to exceed Public Health Standards. The Contractor will supply a schedule on all housekeeping procedures detailing daily, weekly and monthly duties. The City of Owen Sound reserves the right to amend these procedures. The Contractor is responsible for arranging and paying for all pest control costs.

Health Code:

6. The City of Owen Sound has the right to approve any products sold at the concession. All products must meet health code standards outlined by the Grey Bruce Health Unit and promote a positive image for the City and the vendor.
7. The vendor shall supply current Material Safety Data Sheets for any chemicals and/or required products used at the concession and shall forward updates to the Manager of Arena Operations as they occur.
8. The concession is subject to inspection by Grey Bruce Health Unit Inspector. Any vendor must comply with all regulations. For more information, contact the Grey Bruce Health Unit.

Legislation:

9. The successful vendor shall comply with all relevant legislation related to Food Safety and Health Regulations, including and not limited to the Health Protection and Promotion Act (HPPA) and the Food Premises Regulation (O.Reg 493/17).
10. The successful vendor shall provide a business license from the City of Owen Sound.
11. The successful vendor shall comply with all other relevant legislation including and not limited to the Ontario Building Code, Ontario Fire Code, Employment Standards Act (ESA) and Smoke-Free Ontario Act.

12. Businesses and individuals that the City has contracted to provide goods or services to customers must ensure that their employees, agents and subcontractors are trained on providing accessible customer service.

Plumbing and Electrical:

13. Any plumbing or electrical work required by the Contractor shall be at the Contractor's expense and shall be carried out by a Government-licensed tradesman. Prior to the start of any proposed renovations, the City of Owen Sound shall approve all proposed work. The contractor shall ensure all trades provide proof of General Liability Insurance certificate (naming the City of Owen Sound as an additional insured) and WSIB certificate of clearance.

Utilities:

14. The City will cover the costs of utilities for the existing equipment.

Alterations:

15. All alterations or renovations to the concession area by the Contractor require prior written approval of the City of Owen Sound. This includes obtaining necessary building and plumbing permits.

Protection of Property:

16. The Contractor shall be held responsible for any damage, including fire, as a result of their performance of the work described here.

Deliveries:

17. Deliveries can be brought directly through the main entrance doors located on the north side of the building.

Vending Machines:

18. The City of Owen Sound will continue to operate the Coca-Cola vending machine and an equipment cleaning vending machine located in the East/West corridor of the Recreation Centre.
19. The vendor will enter a separate agreement with the Crystal Vending for the oversight of a vending machine located within the East West corridor of the JMRRC. This agreement is separate from the City lease, and the proponent will receive a commission percentage sold on a bi-annual basis.

Cash Handling:

20. The booth operates independently of the City of Owen Sound. Any vendor is responsible for all cash handling at the booth and tax collection. Vendor employees are not City of Owen Sound employees. The vendor is responsible for reporting income statements, staff income reporting, statutory staff deductions etc. related to employees of the vendor and compliance with employment law of the Province of Ontario.

Storage:

21. The vendor understands there is no other storage to be provided by the City or YMCA, and that all items are to be stored securely within the concession area.