

Request for Bid Proposal

No. TC-017-26



Lease of Space Thames Centre Concession Stands

April 2026

4305 Hamilton Road, Dorchester, ON Canada N0L 1G3

thamescentre.on.ca

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1 Introduction

The Municipality of Thames Centre is pleased to announce the availability of two prime seasonal concession locations within Dorchester for lease to third parties. Through this Request for Bid Proposal, we invite submissions from individuals, groups, clubs, associations, and businesses interested in leasing one or both of these spaces.

The available concessions are:

The Outdoor Recreation Complex, 3245 Hamilton Road
Baseball Diamond Concession, 2066 Dorchester Road

Each of these locations presents a unique opportunity to contribute to the community's vibrant recreational and social atmosphere. Detailed information regarding each space is provided below.

We encourage all interested parties to submit a proposal in accordance with the guidelines outlined within this document. The Municipality intends to finalize lease agreements with selected proponents within days of the submission deadline.

Please note that the Municipality reserves the right to accept or reject any or all proposals. Acceptance of proposals is not guaranteed, and the Municipality may opt to reopen the process or retain some spaces for alternative uses. As a result, there is no guarantee that any of these spaces will be awarded to any of the Proponents.

The Municipality looks forward to reviewing Proposals and exploring the potential for these spaces to enhance the community experience in Thames Centre.

Description of Leasable Spaces

Space 1 – The Outdoor Recreation Complex (ORC), 3245 Hamilton Road

The concession room at the ORC is approximately **238 SF** outfitted with a storage room that is **67 SF**. This concession includes a triple sink. The ORC is a premier sports facility designed to accommodate a variety of outdoor sports and activities. This facility supports the community's passion for soccer and baseball. With its high-quality sports fields, the ORC is well-suited for hosting local leagues, regional competitions, and community events, making it a cornerstone of athletic activity in the area. This venue hosts tournaments on many weekends between May and September every year. Key features of the complex include:

Hardball Diamonds: the ORC includes two hardball diamonds, ideal for baseball enthusiasts. The newest diamond (Royal Field) is one of Canada's premier diamonds, made with artificial turf, which extends the season for this field from March or April each spring (depending on the weather) until October or November each fall. Meanwhile, the grass diamond operates each season from early May until October. With these two quality diamonds, the ORC hosts NUMEROUS baseball tournaments, playoff series, prospect/scouting events and all-star games on many of the weekends throughout the season, attracting hundreds of visitors each day.

Soccer Pitches: the ORC boasts five soccer pitches of varying sizes, catering to different age groups and levels of play. These well-maintained fields provide ample space for practices, games, and tournaments. These fields are busy from the first week in May until September each season, especially on weeknights and Saturday mornings.

Space 2 – Baseball Diamond Concession, 2066 Dorchester Road

The Baseball Diamond concession space is approximately **230 SF** outfitted with a storage room that is **60 SF**. This concession space is in the fieldhouse found in the parking lot closest to Dorchester Road. This space includes a triple sink. Note – the range hood is not functioning in this facility. Any repairs or replacements to the range hood would be at the renters' expense and require Municipal approval and oversight of the work. This location is strategically located to serve the bustling activity of this vibrant recreational area. Key features of this concession stand, and its surroundings include:

Proximity to Diamonds: the concession stand is conveniently situated between the busiest two of the four baseball diamonds located in this park, making it an ideal spot for players, spectators, and families to grab food and refreshments during games and tournaments.

Tournaments: the park is a hub of activity throughout the summer, hosting several baseball tournaments that attract teams and fans from the region.

Aquatics: this park includes a heated outdoor pool, a wading pool, and a splash pad, providing a refreshing retreat for visitors and enhancing the overall park experience.

Pavilion: the pavilion offers a shaded area for gatherings, picnics, and events, adding to the park's appeal as a community gathering spot.

All-Inclusive Playground: an all-inclusive park ensures that children of all abilities can enjoy the playground facilities, promoting inclusivity and community engagement. New amenities continue to be added to this space, with a wheelchair swing currently being planned.

Walking Path: this park has paved walking paths complete with streetlights, making for a very inviting park to visit day and night.

Notes on Both Spaces

Rental rates will potentially be subjected to a market rate adjustment when renewing/extending your contract, as our current rate is substantially below commercial market rate. In addition, all rental rates are adjusted by the Consumer Price Index at the start of each year.

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

Any other equipment and all related costs (delivery, utility connections, inspections, etc.) will be the responsibility of the Proponent and must be pre-approved by the Municipality prior to installation.

Lease Terms

> Municipal Responsibilities

- Initial agreement will be for one year, providing the opportunity for any changes and adjustments to the agreement before considering a longer-term extension.
- Provision/payment of the following utilities: electricity, gas & water.
- Maintenance/repairs to the outer walls and roof, exterior windows, exterior doors, plumbing, HVAC and electrical. This does not include interior windows & walls, ceiling, flooring.
- The Municipality has the right to consider granting other food vendors to complement the concession stand for big games, tournaments and other events. This could include food trucks, service clubs or sports teams running a bbq, etc.
- The Municipality has the right to terminate a lease agreement, for any reason, with 60-days' notice, with the leaser responsible to cover all costs in order to leave the space in the condition they found it, with any/all furniture, equipment and/or appliances included in the agreement left in satisfactory working condition.
- At this time, neither of these locations will be authorized to sell alcohol, tobacco, marijuana or vaping products.

> Responsibilities of Renters

- The rental payment rates will be reviewed/adjusted on an annual basis, as of January 1.
- First months' rent will be required in advance, at time of entering into agreement.
- Any/all furniture and equipment that is not included.
- Moving into the rental space (and potentially out of this space in the future).
- Regular cleaning and keeping the space tidy and presentable.
- All related internet service and internet costs.
- Any/all inspection requirements, including but not limited to Middlesex-London Health Unit (MLHU) inspection before commencing operations.
- Any/all training requirements, including MLHU Safe Food Handling certification.
- Insurance requirements (see 2.12, below, for more details)
- All costs related to any renovations or upgrades to the space, with such work subject to approval from the Municipality in advance. The Municipality has the right to reject any renovation requests. If your Proposal is contingent on any renovations then such details should be included in your submission.
- Any required permits (to operate the business, for approved renovations, etc.).
- "Equipment Conditions" within the agreement will include that the renter, upon end of lease agreement, will be responsible to have any/all furniture, equipment and/or appliances that were included in the agreement to be in satisfactory working condition or replaced with similar quality items (to be pre-approved by Municipality) that are comparable and in good working condition. Likewise, during

the lease agreement, the renter will be responsible for any repairs or replacement of any of these items.

- Allowing Municipal staff to enter the space at any time, as required, to deal with maintenance, etc. The Municipality will provide notice whenever possible.
- Must ensure the space is locked and secure at all times when not in use.
- Not to permit the use of any portable signage, of any kind, on the site without the express written permission of the Municipality, with applicable by-laws applying.
- Not permitted to lease or sublet this space without the advanced express written consent of the Municipality.

2 Request for Bid Rules and Procedures

- 2.1. This is not a call for tender. This is a request for bid proposals to identify one or more preferred Proponents and to initiate negotiations which, if mutually satisfactory, would lead to one or more Facility Usage Agreements (leases) for concession spaces that are available.
- 2.2. The Municipality will select the preferred Proponent(s), which in the opinion of the Municipality, submits the most advantageous proposal(s). If an agreement cannot be reached with the preferred Proponent, the Municipality may, at its sole discretion, initiate negotiations with the Proponent with the next most attractive proposal.
- 2.3. The Proponent agrees that the submission of a proposal is acknowledgement of their understanding and acceptance of all information contained within this RFP and with any addenda that follow.
- 2.4. Proposals will be considered revocable.
- 2.5. The Municipality reserves the right to waive any irregularities in submitted proposals.
- 2.6. The Municipality reserves the right to request additional information or seek clarification from multiple parties.
- 2.7. The Municipality reserves the right to reject any or all proposals and the right to re-advertise or re-commence the Request for Bid Proposals process, if it so desires.
- 2.8. The Municipality reserves the right to ultimately not enter into lease agreements for one or both of the spaces being made available for proposals.
- 2.9. Submissions are made at the sole expense of the Proponent. The Municipality takes no responsibility for any expense incurred by a Proponent in preparing or submitting its proposal.
- 2.10. Withdrawal or Qualifying of Proposal - a bidder, who has already submitted a Proposal, may submit a further Proposal or amending Proposal at any time up to closing date and time. The last Proposal received shall supersede any previous submissions.
A bidder may withdrawal the Proposal at any time up to the closing date and

time by submitting a letter with their signature to the Municipality, addressed to the attention of The Municipality Thames Centre's contact provided in Section 3.6 of this document.

2.11. Indemnification - the successful Proponent(s) agrees it will indemnify and hold harmless the Municipality, its employees and agents against any and all liability, loss, costs, damages and expenses which the Municipality, its employees and agents may hereafter sustain, incur or be required to pay arising out of the negligent or willful acts or omissions of the successful Proponent in the performance of this agreement.

2.12. Insurance – the Municipality will require a Certificate of Liability Insurance from any selected proposal(s). This must be issued by your insurer or in a standard CSIO form and signed by an authorized representative. In this Certificate, the Municipality will require the following:

- Your full name and address with contact name and phone number
- Description of your business operation
- Commercial General Liability with a limit no less than \$5,000,000.00
- The Municipality is to be added and shown as an Additional Insured under Liability

In addition, we will require:

- (i) all risks (including sewer backup, flood and earthquake) property insurance in an amount of the full replacement cost, insuring (1) all property owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant, and located within the Development including, but not limited to, fittings, installations, alterations, additions, partitions, and all other leasehold improvements, and (2) the Tenant's inventory, furniture, fixtures and moveable equipment;
- (ii) if applicable, boiler and machinery insurance and equipment breakdown on a standard comprehensive form blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus owned or operated by the Tenant or by others (except for the Municipality) on behalf of the Tenant in the Premises, or relating to, or serving the Premises;
- (iii) business interruption insurance on a profits form or actual loss sustained basis with a minimum 12-month indemnity period in an amount that will reimburse the Tenant for direct or indirect loss of earnings attributable to all perils insured.
- (iv) Commercial General liability on an occurrence form, including products and completed operations, personal injury liability, contractual liability, non-owned automobile liability, contingent employer's liability, liability, with respect to the Premises and the Tenant's use of the Development, with coverage including the activities and operations conducted by the Tenant and any other Person on the Premises and by the Tenant and any other Person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible, in any other part of the Development. These

policies will (1) be written on a comprehensive basis with inclusive limits of at least Five Million Dollars (\$5,000,000.00) for bodily injury for any one or more Persons, or property damage, (but the Landlord, acting reasonably, may require higher limits from time to time), and (2) contain a severability of interest clause, cross liability clause and Landlord as additional insured,

- (v) Tenant's legal liability insurance on a broad form basis for the actual cash value of the Premises, including loss of their use; and
- (vi) standard owners form automobile insurance providing third party liability insurance with Two Million Dollars (\$2,000,000.00) inclusive limits (or such higher limits as the Municipality, acting reasonably, may require from time to time) and accident benefits insurance, covering all licensed vehicles owned leased or operated by or on behalf of the Tenant.
- (vii) any other form of insurance and with whatever higher limits the Municipality, the Landlord, acting reasonably, or the Mortgagee requires from time to time, in form, in amounts and for risks against which a prudent tenant would insure.

2.13. Workplace Safety and Insurance - it is the obligation of any successful bidder to comply with all requirements of the workplace safety and insurance board act. Bidder must certify that all employees, officers and agents are covered under the act and submit this information when requested.

2.14. Terms and Conditions - The Proposal, including the Rent Proposal (Section 4) must be honoured once the contract is awarded.

3 Proposal Submission Process

1. **Site Visit** - all interested parties are encouraged to attend an optional site visit (date provided in Section 6 below). At this time, municipal staff will tour everyone in attendance through both spaces. Attendees are to meet at the concession stand in the front parking lot of Dorchester Community Park (2066 Dorchester Road). Proponents unavailable to attend this site visit will not have another opportunity to view the spaces before the proposal submission deadline.
2. Proponents shall submit proposals in a sealed package. **Absolutely no emailed submissions will be accepted.** The package shall contain: two hard copies of the proposal. Section 2 (Rent Proposal) must be submitted as one hard copy in a separate sealed envelope as described further below. The Proposal package should be clearly marked as:

TC-017-26 – Lease of Space – Concession Stands

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

Section 1: Introduction Letter & Business Plan

Section 2: Rent Proposal - this Section **MUST** be submitted **in a separate sealed envelope**, labeled "Rent Proposal."

Any additional supporting documentation shall be included in Section 1.

On the Closing Date, commencing at 12:01 p.m., the Proposal envelopes will be opened and the names of the Proponents that have submitted proposals will be recorded by Municipal staff. The enclosed second sealed envelope (Section 2: Rent Proposal) will not be opened until such time as the Evaluation Committee has reviewed and evaluated Sections 1 for all proposals.

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

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

Proposals received after the submission deadline will be sent back unopened. There is a drop box beside the front door for any submissions delivered outside of our business hours.

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

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

Steve MacDonald, Director of Community Services & Facilities
smacdonald@thamescentre.on.ca

d. Addenda, if required, shall hereby form part of the Request for Bid Proposals documents. All addenda shall be emailed to all registered Proponents as detailed above. This will be completed by the date outlined in Section 6 of this document. It is the responsibility of the Proponent to review all addenda that have been emailed. No oral explanations or interpretations will modify any of the requirements or provisions of the Request for Bid Proposal documents. The Proponent shall acknowledge receipt of addenda, if any, within their introduction letter (Section 1 of your Proposal).

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

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

4 Evaluation Process

1. The evaluation process will be carried out by a committee, who will review and score all the submissions. Sections 1 will be reviewed and evaluated before Section 2 - Rent Proposals is opened/reviewed/scored.
2. Evaluation results of submitted proposals and the ranking of proposals will not be disclosed by the Municipality after the evaluation process.

3. The Municipality will not necessarily accept the highest Rent Proposal nor any Proposal. Any implication that the most financially beneficial proposal(s) will be accepted is hereby expressly negated. As you will see by the evaluation criteria, further below, price is only one aspect of the decision process.
4. The Municipality reserves the right to seek clarification of any one or more proposals. As a result, bidders may be requested to:
 - i. Provide additional information
 - ii. Clarify their submission(s)
 - iii. Address specific requirements not adequately covered in their Proposal

5 Evaluation Criteria

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

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

| | |
|------------------------|------|
| 1. Introduction Letter | 5% |
| 2. Business Plan | 70% |
| 3. Rent Proposal | 25% |
| | 100% |

6 Schedule

| Task | Date |
|--|------------------------------------|
| Release of Request for Bid Proposals | April 20, 2026 |
| Optional Site Visit (refer to 3-1 above) | 9:00am April 27, 2026 |
| Deadline to Register – Mandatory (refer to Section 3-2 c) above) | April 29, 2026 |
| Final date for Proponent questions | April 29, 2026 |
| Final date for addenda/clarifications from the Municipality | April 30, 2026 |
| RFP submission deadline | 12:00 PM Local Time May 4, 2026 |

7 Confidentiality

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

- a. Are and shall remain the property of the Municipality

- b. Shall be treated by the Proponents as confidential, and
- c. Shall not be used for any purpose other than for replying to this RFP.

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

8 Governing Law

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

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

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

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

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

9 Proposal Content

Section 1 - INTRODUCTION LETTER & BUSINESS PLAN

Introduction Letter:

Each proposal shall begin with an introductory letter. The letter shall summarize the proposal by providing a summary of similar experience to date and any other key details the Proponent wishes to highlight. This letter must also acknowledge receipt and review of any/all addenda that were issued.

The Business Plan must include:

1. Information on the Business, Association or Individual(s) Submitting the Proposal:
 - a. Legal name of Business, Association or of Individual who would be named in the Lease
 - b. Corporate Structure (if applicable)
 - c. Years of experience and any education/training in related field
 - d. Name, contact information and experience of key people involved with this proposed business (owner, staff, etc.)
2. Planned Product Offerings (details on the food and drink you plan to sell)
3. Proposed Hours of Operation – start and end date for the season and planned hours for each day of the week.
4. Proposed number of available staff, and qualifications (ie. years of food serving experience) of any staff already likely to be included on your Team.
5. Equipment Plans – provide any details on equipment you are considering adding to the concession stand (fridges, freezers, microwave, etc.) and timelines for each item. No such equipment is included with the rental, this will all be at expense of the Proponent.
6. Advertising/Marketing Plan
7. Financial Plan & Projections
8. Specify which of the two spaces you are interested in, ranking in order of preference if more than one of these spaces would meet your needs. Also, if interested in more than one location, please specify whether you are wanting to operate multiple locations, or just one.
9. Schedule/Timing – provide your proposed schedule, including preferred date to take possession (ie. how many days after being awarded the contract would you be ready to be open for business).
10. Proponents are welcome to include any/all additional information that they feel is relevant and would be helpful in supporting your Proposal.

Section 2 – RENT PROPOSAL

The standard 2026 rental rate for non-storage spaces at the Municipality is \$0.71 per square foot per month, plus HST. This is for concession space AND storage space. This rental rate is reviewed annually and adjusted by the Municipality, as of January 1.

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

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

1 - in agreement to pay this standard rental rate (\$0.71 per square foot per month + HST) or are you proposing a discount from this rate. If requesting a discount, you must specify what you are willing to pay on a monthly basis, before HST. This can be explained with the per square foot rate you are willing to pay, or the total amount you are willing to pay each month (specifying whether the rate you provide is before or includes HST). Rent is only paid for the months the concession stand is in use each year.

2 – confirm that you are able to provide first month’s rent, in advance, at time of being awarded a rental agreement?

3 – confirm that you are in agreement with the following months of operation (and months you are charged rent) will be:

Space 1 – ORC (April to October)

Space 2 – Baseball Diamond (May to September)

REMINDER – Section 2 – Rent Proposal **must** be submitted in a separate sealed envelope labeled “Step 2 – Rent Proposal”