



**Request for Proposals – RFAC-2023-02  
North Huron Wescast Community Complex  
Lease of the Fitness Centre**

**DEADLINE: TUESDAY, MARCH 7, 2023, at  
2:00 p.m. Local Time**

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## Lease of Fitness Centre Space

### Section 1 RFP Information

#### 1.0 The Project

The Township of North Huron owns and operates a multi-purpose recreation complex in the Town of Wingham known as the North Huron Westcast Community Complex (NHWCC). The NHWCC was constructed approximately twenty years ago and consists of 1-NHL size ice surface, a six lane indoor pool, a 5000 square foot fitness centre, a meeting room and the Wingham Columbus Centre.

The Township is seeking Proposals from qualified Proponents to lease the fitness centre space and equipment (optional) only. The Fitness Centre is approximately 5000 square feet and entails: a workout floor area (machines, free weights, and cardio equipment), group fitness space and a boxing area. Multi-use courts (basketball, squash and wallyball with equipment) are available for use at an additional cost. The fitness centre is located on the second floor of the NHWCC and is accessed from the interior of the facility. It does not have direct exterior access.

#### 2.0 Project Objectives

The Township of North Huron is exploring the lease and operation of the Fitness Centre at the North Huron Westcast Community Complex by a third party as an alternate mode of service delivery. This mode of service delivery is being explored to investigate cost savings and efficiencies with hopes that a third party fitness operator will thrive in North Huron. It is expected the successful Proponent will operate the fitness centre as a separate entity, in isolation of the other areas of the NHWCC Building.

Hydro and heating are included as part of a monthly lease payment. Other costs including, but not limited to, advertising, cleaning, telephone, facsimile, printing, courier, computer equipment purchases, computer maintenance, software purchases, equipment maintenance, internet access and staffing are the sole responsibility of the proponent. Proponents are encouraged to identify any costs believed not to be covered in this RFP information package, but considered necessary for lease of the fitness centre space. Proponents are also encouraged to identify any costs believed not to be covered in this RFP information package regarding the lease and/or purchase of some, all or none of the fitness centre equipment.

No municipal resources, supplies, or equipment is available for the provision of the service identified within this RFP. If the successful proponent wishes, the fitness equipment located in the fitness centre can be leased from the Township.

#### 3.0 Scope of Project

The scope of the project will include, but not limited to, the items listed below:

##### Main Scope of Project

Interested proponents are to provide a proposal for the operation of the fitness centre as a stand-alone separate entity/private business. The successful proponent would be responsible for all costs associated with the operation of the Fitness Centre. The proposal must show how

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the Proponent will operate the fitness centre. The operation includes the administration, management, maintenance and lease of Township owned equipment, if needed. The major tasks to be addressed by Proponents in the proposal is outlined below. This list should be added to as required and believed necessary based on the Proponent's experience and knowledge to provide a complete and well executed project.

#### Task 1 - Executive Summary and Company Description

Include basic information about your company (e.g. name, current and previous location, mission statement and vision statement and service delivery philosophy).

#### Task 2 - Organization and management

How will the business/company be structured and who will be responsible for the management of the fitness centre and equipment, if needed. Describe the legal structure of your business.

Task 3 – Provide information about your leadership team.

Task 4 - Explain why the Township should select your company to provide fitness services.

Task 5 – Hours of Operation – please state proposed hours of operation.

Task 6 – Proposed Services and Products - Describe the products and/or services you plan to provide (e.g. fitness centre or fitness studio, staffed or unstaffed).

#### Task 7 - Service or product line

Explain how your product/service would meet the needs of the community.

Task 8 - Quality Assurance Plan

## 4.0 Submission Instructions

Proponents shall submit all Proposals to the North Huron Township Office, 274 Josephine Street, Wingham, Ontario. **Deadline for submissions is Tuesday, March 7, 2023, 2:00 p.m. Local Time.**

Proponents are to submit their proposal packages to satisfy the Township's needs. The Form of Proposal shall include the proposed approach to the project, consistent with the information provided in **Section 3- Scope of Project.**

## 5.0 Insurance

- a. The Proponent shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the effective of the Lease Agreement.
- b. During the Term of this Agreement, and any renewal or extension thereof, the Proponent will, at its expense (including the cost of deductibles) maintain in effect, with an insurer licensed in Ontario:

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- (i) a contract of **general liability** insurance for its operations, with limits of not less than Five Million (\$5,000,000) Dollars, exclusive of interest or costs per occurrence, including coverages for defense and claimants' costs, and coverages for:
- personal injury including death;
  - property damage or loss (direct or indirect and including loss of use thereof);
  - broad form property damage;
  - contractual liability;
  - non-owned automobile liability;
  - products – completed operations;
  - contingent employers liability;
  - cross liability;
  - severability of interest; and
  - blanket contractual liability.

The policy of insurance shall name the Township of North Huron as an additional insured with respect to its interest in the operations of the Proponent; shall provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Township; and shall also provide that neither the Proponent nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Township thirty days prior written notice.

Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Proponent. The Proponent shall be responsible to pay all deductible amounts.

- c. No policy shall contain any provision which would contravene the obligations of the Proponent hereunder or otherwise be to the detriment of the Township.
- d. The Proponent shall provide or cause to be provided to the Township, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of the Lease Agreement. No review or approval of any such insurance certificate by the Township shall derogate from or diminish the Township's rights or the Proponent's obligation contained in this Agreement.
- e. If, at any time, the Township is of the opinion that the insurance taken out by the Proponent is inadequate in any respect, it shall forthwith advise the Proponent of the reasons therefore and the Proponent shall forthwith take out additional insurance, if available, satisfactory to the Township.
- f. The taking out of insurance shall not relieve the Proponent of any of its obligations under the Lease Agreement or limit its liability hereunder.
- g. All policies of insurance shall be:

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- written with an insurer licensed to do business in Ontario;
- in form and content acceptable to the Township acting reasonably;
- be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Township; and
- contain an undertaking by the insurers to notify the Township in writing not less than thirty (30) days before any material change, cancellation, lapse or termination of the policies.
- Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Township, forfeiture of the Contract.

#### **6.0 Health and Safety and WSIB**

The successful Proponent is required to conform to the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Township a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

The successful Proponent is required to complete the Township's Contractor's Acknowledgement Form prior to the commencement of services.

#### **7.0 Irrevocable**

Proposals are irrevocable for 90 calendar days from date of Proposal closing. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.

#### **8.0 Right to Reject or Not Open**

The Township reserves the right to reject any or all proposals, and the lowest or highest as the case may not necessarily be accepted. The right is reserved to accept the whole or any part of the proposal.

#### **9.0 No Claim for Compensation**

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim. The Township assumes no responsibility or liability for costs incurred by the Proponents prior to the entering into of a written contract.

#### **10.0 Conflict of Interest**

The Township reserves the right to disqualify a Proposal where the Township believes a conflict of interest or potential conflict of interest exists in regard to the Proponent and the intended project.

The successful Proponent shall work in the best interests of the Township at all times.

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Proposals made by proponents are to be without any connection, knowledge, comparison or arrangement with any other person or persons making a Proposal for the same project, and is in all respects fair and without collusion or fraud.

No member of the Council and no officer or employee of the Township is, will be, or has become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived there from.

#### **11.0 Failure or Unsatisfactory Performance**

The Township reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Proponent for failure to accept a contract with the Township, or the name of any Proponent for unsatisfactory performance of a contract with the Township.

#### **12.0 Municipal Freedom of Information & Protection of Privacy Act**

The Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

If the Proponent wishes to protect from disclosure any or all of the documents that are submitted to the Township as part of this proposal, a letter shall be submitted as an attachment to the Form of Proposal to the attention of the Clerk, stating any or all of the documents that the Proponent wishes to protect, referencing the above mentioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

#### **13.0 Township Not Employer**

The Proponent agrees that the Corporation of the Township of North Huron is not to be understood as the employer to any successful Proponent, consultant nor to the successful bidders' personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

#### **14.0 Accessibility for Ontarians with Disabilities Act (AODA)**

The Township of North Huron supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under section 7 of O. Reg. 191/11, Integrated Accessibility Standards established by the AODA, the Township of North Huron must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Township receive training on accessible customer service.

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All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course “Customer Service Standard Module”, which can be found on the following website: <http://accessforward.ca/>

Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11):  
<https://www.ontario.ca/laws/regulation/110191>

### 15.0 Submission of Proposals

The Township will **ONLY** accept **HARD-COPY PROPOSALS** submitted to the Township office as described in the RFP document. Proposals submitted and/or received by any other method shall be rejected, unless the Township has instructed otherwise by published Addendum.

The onus is on Proponents to ensure their proposal submission is received no later than the closing date and time. Proposals will only be considered to have been submitted once it has been **RECEIVED** by the Township’s office date stamped and signed by a Township representative. The closing date and time shall be determined by the Township’s clock.

For the above reasons, the Township recommends that the Bidder allow sufficient time to deliver their bid submission and attachment(s) (if applicable) and to resolve any issues that may arise.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Proponent has obtained this bid document from a third party, the onus is on the Proponent to create an account on the Township’s bidding system and register as a plan taker for the bid opportunity.

Only documents posted on the Township’s bidding system are to be considered the “official” documents. The Township accepts no responsibility for the accuracy of information found on other websites.

Only Proponents that are registered as a Plan Taker for this Document with Bids and Tenders at <https://northhuron.bidsandtenders.ca> and have obtained this Document from Bids and Tenders may submit a Vendor Submission.

Should the Township receive a Proposal that is subsequently found to be from a proponent that is not a registered Plan Taker with the Township’s Bids and Tenders and the proponent did not obtain the Document from Bids and Tenders, the Township reserves the right to reject the Proponent’s Submission as non-compliant and give it no further consideration.

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### 16.0 Schedule of Events

The schedule provided is for guidance only and the Township reserves the right to modify or eliminate any aspect of the schedule.

Event	Date, Time, Location
Request for Proposals Issued	Tuesday, February 21, 2023
Question Deadline	Tuesday, February 28, 2023 at 12 NOON
Deadline for Submission	Tuesday, March 7, 2023 No Later than 2:00pm

### 17.0 Proposal Documents & Addendums

The Proponent shall verify that these Proposal documents are complete and assume responsibility to view/download/print the Proposal Requirements, addenda and any related information not sent with this document. Proponents are required to go to the Township’s website where under the description of this RFP you will find links to the RFP Requirements, addenda and any related information not sent with this document. Shortages shall be reported immediately to the Township.

The Township will issue any changes/additions/deletions to the RFP or terms and conditions. Any and all addenda issued by the Township shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. The Township will assume no responsibility for oral instruction or suggestion.

Any and all addenda issued prior to the closing date will be posted on the Township’s Bids and Tenders Opportunities website for downloading by proponents. It is the proponent’s sole responsibility to download and review all Addenda and acknowledge that Addenda were downloaded from the Township’s Bid Opportunities website, and, that the pricing quoted includes the provision set out in such Addenda.

Addenda will not be sent to bidders via facsimile or e-mail.

Each Proponent must satisfy himself, by their own study of the RFP Documents and related information, as to the practicality of completing the Project successfully as described. There will be no consideration of any claim after submission of RFP’s that there is a misunderstanding with respect to the conditions imposed in the Agreement.

### 18.0 Withdrawal of Submission

A Proponent may request that their Proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company officer and is delivered in hard copy or electronically to the Township Office before the proposal closing time.

Proposals confirmed as withdrawn shall be returned unopened to the Proponent.

The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.



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**19.0 Proposal Selection Criteria**

The following selection criteria outlines the area of importance that will be considered in the project award. Proposal submissions should satisfy all criteria points wherever possible. Proponents will be evaluated based on the following weighted evaluation factors:

<b>Detailed Project Plan Evaluation</b>	<b>Point Allocation</b>
<b>Experience</b>	<b>25%</b>
<b>Organization and Management</b>	<b>25%</b>
<b>Proposed Products and Services</b>	<b>25%</b>
<b>Price</b>	<b>25%</b>
<b>TOTAL:</b>	<b>100%</b>

**20. Proponents to Investigate**

Proponents shall understand and acknowledge that while this Request for Proposal outlines the scope of the project and specific requirements, the Proponents shall satisfy themselves by such means as they prefer, as to the extent of work required to complete the assignment.

**21. Lease Agreement**

Prior to commencing services, the successful Proponent will enter into a Lease with the Township based on the Township’s Request for Proposal Package and the Proponent’s submitted Proposal.

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### 22. Payment

The Proponent offers to provide the services detailed within the Proposal package and identified tasks, and as further detailed in the Proponent's proposal, to the acceptance of the Township for the following Upset Payment Limit to the Township.

**Option 1:** Leasing Fees that will be provided to the Township as payment (yearly amount) for the **Fitness Centre space only:**

**Total Yearly Amount:**           \$ \_\_\_\_\_  
(Does not include HST)

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**Option 2:** Leasing Fees that will be provided to the Township of North Huron as payment (yearly amount) for the **Fitness Centre and lease or purchase of some or all of the Fitness Centre Equipment:**

**Total Yearly Amount:**           \$ \_\_\_\_\_  
(Does not include HST)

Date: \_\_\_\_\_

Binding Authority: \_\_\_\_\_