



EXPRESSION OF INTEREST #19-24

Operation of Food booth – Centre Wellington Community Sportsplex



SECTION I – PROJECT INFORMATION

EXECUTIVE SUMMARY

INTENT

This Expression of Interest (EOI) for the operation of a food booth at the Centre Wellington Community Sportsplex is issued by the Township of Centre Wellington for the purposes of gathering information about the marketplace in order to assist in the determination of future procurement options or requirements. Respondents are asked to respond to the Township and provide the information requested.

The Township invites all those interested in operating the Centre Wellington Community Sportsplex Food Booth to submit a response. This invitation is open to service clubs, individuals, local sports groups, private businesses, and not for profit organizations who desire an opportunity to provide this service.

Expression of Interest Schedule

Issue Date:	Tuesday, March 12, 2024
Question Deadline:	Tuesday, March 19, 2024, on or before 2:00 PM Local Time
Addenda Issued:	Wednesday, March 20, 2024
Submission Deadline:	Thursday, March 28, 2024, on or before 2:00 PM Local Time

SUBMISSIONS

Interested parties are invited to submit responses that address all the requirements noted in Section 2.

POTENTIAL CONTRACT TERM

Beginning August 1, 2024, to August 31, 2025 with the options to renew and extend for two (2) additional one (1) year terms.

PUBLIC OPENING

There will be no public opening.

COMMUNICATION

All questions, requests for information, instructions or clarifications must be set out in writing and directed to:

Samoya Lloyd-Smith, Manager Purchasing and Risk Management
Corporate Services Department
Township of Centre Wellington
1 MacDonald Square, Elora, ON N0B 1S0
Email: purchasing@centrewellington.ca



SECTION 1 – SUBMISSION INSTRUCTIONS AND TERMS AND CONDITIONS OF THE EOI PROCESS

1.1 Submission of Responses

Interested parties are invited to submit responses that address the requirements noted in Section 2. Responses must be submitted electronically on or before the Submission Deadline by either of the following:

1. Email at: purchasing@centrewellington.ca (attachment limit is 10MB total); or
2. for submissions larger than 10MB, by uploading through [2big4email](#)

Submissions by other methods will not be accepted.

Submissions not received by the Township on or before the Submission Deadline will be disqualified as late. The official time of receipt will be the time the submission is received at the Township as indicated on the Outlook or 2big4email confirmation email.

This document will be posted on the Purchasing and Risk Management Page of the Township's corporate website. Interested parties may also request a copy of this document by sending an email to the email address noted above.

Any information or changes to the requirements of this opportunity will be posted on the Townships corporate website in the form of an addendum. All addenda provided as noted above prior to the closing date shall be considered part of the submission. The Township makes no promise or guarantee that addenda will be delivered by any means to any Respondent nor is the Township responsible for computer malfunctions or delays; therefore, it is the Respondent's sole responsibility to check the website for any addenda prior to closing. By submitting a response, the Respondent acknowledges and agrees that they have checked the website.

1.2 Inquiries

Any Respondent who has questions as to the meaning of any part of this Request for Expressions of Interest or who believes it contains any error, inconsistency or omission must be set out in writing and sent by the Question Deadline Date and Time noted in Executive Summary requesting clarification, interpretation or explanation. Inquiries must be directed to:

Samoya Lloyd-Smith, Manager Purchasing and Risk Management
Corporate Services Department
Township of Centre Wellington
1 MacDonald Square, Elora, ON N0B 1S0
Email: purchasing@centrewellington.ca

The Township reserves the right to provide responses to the Respondent that who asked the question or to publicly issue and Addendum with the question for all interested Respondent to view.

1.3 Respondents to Bear Their Own Costs



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

1.4 Responses in English

All Responses are to be in English only.

1.5 Information in EOI Only an Estimate

The Township and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this EOI or issued by way of addenda. Any quantities shown or data contained in this EOI or provided by way of addenda are estimates only and are for the sole purpose of indicating to Respondents the general scale and scope of the deliverables.

1.6 No Guarantee of Volume of Work or Exclusivity of Contract

This EOI process will not result in any commitment by the Township to purchase any goods or services from any Respondent. While the Township intends to conduct an invitational second-stage competitive process for the procurement of the deliverables, it is under no obligation to do so and the Township may choose not to proceed with a second-stage competitive process for the procurement of the deliverables. The Township makes no guarantee as to the value or volume of the deliverables that may be required. Any agreement entered into pursuant to invitational second stage competitive process will not be an exclusive contract for the provision of the described deliverables. The Township may contract with others for goods and services the same as or similar to the deliverables or may obtain such goods and services internally.

1.7 Verify, Clarify and Supplement

The Township reserves the right to request Respondents to:

- a. Provide additional information.
- b. Address specific requirements not accurately covered in their initial response.

1.8 Pricing Information for General Information Purposes Only

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

1.9 Confidential Information

All information provided by or obtained from the Township in any form in connection with this EOI either before or after the issuance of this EOI.

- a. Is the sole property of the Township and must be treated as confidential



- b. Is not to be used for any purpose other than replying to this EOI and the performance of any subsequent contract for the Deliverables.
- c. Must not be disclosed without prior written authorization from the EOI Contact.
- d. Must be returned by the Respondents to the Township immediately upon the request of the Township

1.10 Municipal Freedom of Information and Protection of Privacy Act

Disclosure of information submitted is to subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

Respondents should identify any information in its submission, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township. The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their submissions will, as necessary, be disclosed on a confidential basis, to the Township's advisors retained for the purpose of evaluating or participating in the evaluation of their submission. If a Respondent has any questions about the collection and use of personal information pursuant to this document, questions are to be submitted to the Township contact.

1.11 Response to be Retained by the Township

The Township will not return the Response, or any accompanying documentation submitted by a Respondent.

1.12 Procurement Process Non-Binding – 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 EOI will not give rise to any Contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) Neither the Respondent nor the Township will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of Respondents, a decision to reject a response or disqualify a Respondent, or a decision to withdraw its response.
- (c) The Township reserves the right in its sole discretion not to proceed any further, to proceed by way of an invitational competitive bid, to issue one or more further requests for information by EOI or otherwise with respect to the services, to negotiate a contract individually with any respondent to this EOI for all or part of the service, or to negotiate a contract individually with any third party who did not respond to this EOI for all or part of the service required.
- (d) If the Township elects to proceed with the services by way of a competitive bid, or if the Township elects to request more information by way of a further EOI or by any other method, the Township may, in its sole discretion, create a bid list using any or all respondents to this EOI in the Township's sole discretion and choose to send any further request for information, EOI's or an RFP only to those respondents.

1.13 Cancellation

The Township may cancel or amend the EOI process without liability at any time. The Township will not be



responsible for any damages alleged to be suffered by a Respondent as a result of the Township's decision to cancel the procurement process.

1.14 Respondent Not to Communicate with Media

Respondents will not at any time directly or indirectly communicate with the media in relation to this EOI or selection of Respondents pursuant to this EOI without first obtaining the written permission of the EOI contact.

1.15 No Lobbying

Respondent will not in relation to this EOI engage directly or indirectly in any form of political or other lobbying whatsoever. Respondents found to be lobbying will be disqualified from the process and may be banned from bidding with the Township.

1.16 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, elected officials, or other representatives of the Township; deceitfulness; submitting responses 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 EOI.

The Township may disqualify a Respondent, rescind notice of selection or terminate a contract subsequently entered into if the Township determines that the Respondent has engaged in any conduct prohibited by this EOI.

1.17 Past Performance or Past Conduct

The Township may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above,
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Township, in its absolute discretion, to have constituted a conflict of interest.

1.18 Litigation

The Township reserves the right not to accept a Submission response from any person, corporation or entity who, or which, has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed vendor, general contractor, or sub-contractor within the Submission.



1.19 General

- a) The Township, its elected officials, employees and agents will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent, prior or subsequent to, or by reason of the acceptance, or non-acceptance, by the Township of any submission, or by reason of any delay in the acceptance of any submission.
- b) Should a dispute arise from the terms and conditions outlined herein regarding meaning, intent or ambiguity, the decision of the Township shall be final.



SECTION 2 – INTRODUCTION/ BACKGROUND / INFORMATION REQUESTED

2.1 Rationale for Request for Expression of Interest

This EOI is being issued to explore creative and collaborative partnership opportunities, with a goal of providing a food concession booth for the users of the Sportsplex while also providing an organization or business an opportunity to grow and succeed. The Township would like to provide an opportunity for any community organization or individuals to participate in this EOI process. This will help the Township to understand what types or organizations are interested in this opportunity.

2.2 Introduction

The Centre Wellington Community Sportsplex (Sportsplex) located at 550 Belsyde Avenue, Fergus, is owned and operated by the Township of Centre Wellington (Township). The Sportsplex is a multi-use facility which includes an aquatic centre, a fitness centre, meeting rooms, a hall for rentals and recreation programs and 2 seasonal multi-purpose pads. Ice season begins on or about September 1st each year, with 1 pad being removed either mid or end of March and 1 pad being removed either mid or end of May each year. The floor season begins in April and ends either mid or end of July.

For more information, visit the following website: <https://www.centrewellington.ca/living-here/recreation-parks-and-facilities/>

In addition to rentals and programs, the Sportsplex also hosts annual special events, including but not limited to the Fergus Scottish Festival, the Fergus Fall Fair and the Lions Home Show. During these large scale events at the Sportsplex, additional food services vendors, may be permitted to sell their products by the Township; for example, food trucks or food service in the community hall or on the grounds.

An organization is required to provide all the services to operate the food booth. This includes supplying food, providing staffing, cleaning, inventory control and reporting any maintenance issues to Township staff. The equipment within the food booth at the Sportsplex is owned by the Township but will be available for use. The organization will have the option of taking over the lease or service agreements for any equipment that is leased by the Township or under a service contract until the end of the agreement term. Future repairs or replacement of capital equipment in the concessions stand will be discussed as a part of negotiations. Any inspection costs (for example, fire suppression) would be at the expense of the food booth operator.

The Township will provide a basic minimum schedule for hours of operation that is required for the food booth to be open so as to provide service to the Sportsplex patrons. The operator is to provide service at these times. If required, the operator may extend those hours of operations but cannot operate during hours when the Sportsplex is closed.

The Township has sole authority to operate any vending machines at the Sportsplex. Respondents may sell items that are similar to what is being sold in the vending machines but will need to sell those items for at least the same prices as they are being offered in the vending machine.

2.3 Background Information

The Township operated a concession booth at the Sportsplex up until March 2020 and through a report to Council in March 2022 it was recommended to permanently close the concession booth at the Sportsplex and



to look into alternative options for operating this space.

The Sportsplex is a year-round facility, open 7 days per week:

Hours of Operation:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Centre Wellington Community Sportsplex	6:00am - 12:00am						
Aquatic Centre	12:00pm - 7:00pm	6:30am - 9:30pm	6:30am - 9:30pm	6:30am - 9:30pm	6:30am - 9:30pm	6:30am - 8:00pm	9:00am - 6:00pm
Fitness Centre	6:00am - 10:00pm						

Schedule:

The expectation is that the booth will be open for all facility users at times when the participation numbers warrant that the booth be open. At times the booth will need to open for special events and tournaments. The booth operator will work closely with the Centre Wellington Recreation department who will provide Centre Wellington Community Sportsplex user schedules in advance.

During ice season this represents a typical schedule for the Food Booth.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8:00pm-8:00pm	5:00pm-9:00pm	5:00pm-9:00pm	5:00pm-9:00pm	5:00pm-9:00pm	5:00pm-9:00pm	8:00am-8:00pm

During off-ice season this represents a typical schedule for the Food Booth.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Based on special events	5:00pm-9:00pm	5:00pm-9:00pm	5:00pm-9:00pm	5:00pm-9:00pm	Based on special events	Based on special events



The schedule provided represents the minimum hours that the Township would require the booth to be operational. The need to open may change with different bookings and usage annually.

It is expected that the booth will open for large scale events and tournaments as required.

2.4 Equipment/Facility Details

The concession booth is located on the east side of the building between the Aquatic centre and the Community Hall. The concession booth is 380 square feet with a large service area plus a back storage area, office. The storage area is 288 square feet. Deliveries can be brought directly through the service door located in the booth storage area.

The following is a list of all the equipment in the Food Booth and status of whether it is owned by the Township or part of a service agreement.

<u>EQUIPMENT</u>	<u>STATUS</u>
Popcorn Machine	Township of Centre Wellington owned
Deep fryers (2) and accessories	Township of Centre Wellington owned
Chest freezer (2)	Township of Centre Wellington owned
2-door Coke Cooler (2)	Service agreement
Dasani Cooler	Service agreement
Shelves, cupboards, counters	Township of Centre Wellington owned
Hot Dog Roller	Township of Centre Wellington owned

Recreation Programs:

The Sportsplex offers a wide range of recreation programs including hockey shinny, lacrosse, pickleball, fitness classes, as well as having a Fitness centre on site. The current usage of these programs include:

- 377 Ice Hockey Players (6 hours of Shinny Hockey/week)
- 39 Lacrosse Players (1 hour/week hall winter and Floor spring/summer)
- 319 Pickleball Players (approx. 70 Hours/week)
- 5,166 visits to fitness classes last year (approx. 18 hours of classes/week)
- 112 hours of weekly weight room (157Memberships issued in 2023)

Special Events:

The Sportsplex is host to many large-scale events throughout the year:



Event	Date	Location	Outside Food Vendors
Dog Show	April 11-14	Sportsplex - Floor / Boardroom	N
OMEGA Dollhouse & Miniature Show	05-May	Sportsplex Hall	
Halton Hills Rams Lacrosse Tournament	May 24-26	Sportsplex Floor(s)	
Home Show	May 28-30	Sportsplex Floor	Y
Meadows Music and Arts Festival	May 30- June 3	Sportsplex Grounds	Y
Grand Quilt Guild	June 6-8	Sportsplex Hall	
Lions Walk for Guides	09-Jun	Sportsplex Diamond	
Historical Car Antique Flea Market	June 14-16	Sportsplex Grounds	
Scott Gerrie Lacrosse Tournament	June 21-23	Sportsplex	
Canada Day Fergus	01-Jul	Sportsplex Grounds	Y
Team Addy	06-Jul	Sportsplex Floor A & B	
Historical Auto Society Picnic Weekend	July 11-14	Sportsplex Grounds	
Scottish Festival	Aug 9-11	All of Sportsplex	Y
Fergus Fall Fair	Sept 13-15	Sportsplex Grounds	Y
Enchanted Forest of Fergus	September 20-22	Sportsplex Campground Bush	Y
Groundwater Festival	September 26-28	Sportsplex Grounds	
Grand River Mustangs Hockey Tournament	November	Sportsplex Ice/Hall	

2.5 Facility Rentals:

Ice

Non-prime hours (Monday-Friday 6am-5pm): programs, schools and 4pm private rentals:

- municipal programs.
- high school hockey course (5 hours per week October-end of January).
- Centre Wellington District High School Girls and Boys Hockey (each team practices 1-2x per week 3:30-4:30pm and approximately 1 game every other week 3:30-5pm).

Prime-time (Monday-Friday 5-11pm and weekends) 95% booked October to mid-March, typically ice is always booked 5-10pm, the 10-11pm time may be available 1-2x per week):

- 4 minor sport groups play/practice out of the Sportsplex.
- 16 Adult Seasonal User groups.
- Fergus Whalers Jr C Hockey practice Wednesday evening 9:30pm-11pm with approximately one game per week 3-hour booking (Sundays @ 1pm).

Floor

Non-prime

- Few programs during the week.

Prime-time

- minor lacrosse runs Monday-Thursday (5pm-9:30pm) with the odd weekend booking.
- 3 private user groups (one 9pm weeknight and 2 morning weekend times).
- Fergus Thistles practice Wednesday evenings 9-10:30pm with approximately one game per week 3-hour booking.



Tournaments

- November: 2 total (one Friday-Sunday, one-one day tournament).
- December: 1 (Christmas Break-one day).
- January: 2 (one weekend, one-one day during the week).
- February: 1 (two days during the week-high school tournament).
- March: 2 (two-day Central Western Ontario Secondary Schools Association (CWOSSA), one day during March Break).
- June: 2-3 weekend tournaments.

2.6 Maintenance

The Service Provider will be responsible for maintaining the cleanliness of the Food booth including maintaining the cleanliness during operating hours. This includes garbage removal from the booth, cleaning spills within the food booth area, ensuring there are no trip hazards etc. The Township will be responsible for maintaining all other areas of the facility.



SECTION 3- SUBMISSION REQUIREMENTS

3.1 EOI Submission Requirements

Submissions should address the following:

- 1) Executive Summary/Letter of Interest.
- 2) Organization/Company/Individual information:
 - a) Registered legal business name/Not for Profit Organization name.
 - b) Address.
 - c) a description of the Respondent's organization structure including how long organization has been operating, current services offered.
 - d) name of individuals holding managerial positions and information on their roles and responsibilities.
 - e) Lead contact name, address, phone number and email address.
- 3) Experience – where appropriate, provide examples of similar work/service provided by the Respondent.
- 4) Proposed service delivery model at a high level, including:
 - a) Explanation of how the Respondent plan to operate the food booth.
 - b) How will it be staffed?
 - c) How will the Respondent ensure health code standards are met?
 - d) What type of training the will Respondent provide for staff/volunteers?
 - e) Outline of the types of products/potential menu offerings at the Concession Stand.
 - f) How will the Respondent's pricing be determined?
- 5) Provide details on the following-
 - a) The Respondent's plan to compensate the Township for use of the space – this can be monetary or demonstrate how this service will benefit the Centre Wellington community, or a combination of both.
 - b) Ideal contract term.
 - c) Any additional information considered useful by the Respondent to support their level of interest in this opportunity.
 - d) Details that the Township should be aware of that might affect the operation of the food booth. For example, branding, signage, hiring practices, etc.



SCHEDULE 1

UNFAIR ADVANTAGE AND CONFLICT OF INTEREST DECLARATION

“**Unfair Advantage**” means in relation to the Request For Expression of Interest process the Respondent engages in conduct, directly or indirectly, that may give it an unfair advantage over other Respondents, including but not limited to (i) having or having access to information in the preparation of its Submission that is confidential and not available to other Respondents; (ii) communicating with any person with a view to influencing preferred treatment in the Request for Supplier Qualification process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive Supplier Qualification process and render that process non-competitive and unfair.

“**Conflict of Interest**” means that the Respondent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

Note to Respondent: If you foresee a Conflict of Interest or Unfair Advantage, complete Section A below, otherwise complete Section B. Any Respondent who does not complete Section A is deemed to declare that (1) it had no Unfair Advantage in preparing and submitting its Submission and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Proposal.

I/We have read the above definition of Unfair Advantage and Conflict of Interest and hereby declare that (check the appropriate box)

Section A

- There is an actual or potential Unfair Advantage relating to the preparation and submission of this Response.
- I/we foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this Response.

Section B

- I/we have had no Unfair Advantage in preparing and submitting this Response, and (2) I have no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Response.

SIGNED, SEALED AND SUBMITTED for and on behalf of:

Name of Respondent

Signature

Date: _____

Name and Title of Person Signing
I have the authority to bind the corporation.



SCHEDULE 2

RELEVANT EXPERIENCE (DUPLICATE AS REQUIRED)

Provide information about similar services provided:

Name and location of the organization	
The type of service(s) provided:	
Contact person full name: Email: Phone number:	

Name and location of the organization:	
The type of service(s) provided:	
Contact person full name: Email: Phone number:	

Name and location of the organization:	
The type of service(s) provided:	



Contact person full name: Email: Phone number:	