

Request for Proposal

RFP No. LB-2025-08



LEASING OF A COMMERCIAL BUILDING AT 269 MAIN STREET, LUCAN, ON

Deadline for Receipt of Proposals: Friday, May 2nd, 2025 by 12:00 p.m.

**Proposals are to be submitted electronically using the Procurement Services Email
(procurement@middlesex.ca) ONLY.**

Administrator(s) for this Project are:

Procurement Services, Township of Middlesex
Email: procurement@middlesex.ca
399 Ridout Street North, London ON, N6A 2P1

1) DEFINITIONS

In this Request for Proposal (“RFP”), in addition to terms defined elsewhere in this RFP, the following terms have the following meanings:

“**Bid**” or “**Bid submission**” or “**Tender**” means an offer from any individual, person or entity submitted in response to RFP

“**Council**” means the Council for the Township of Lucan Biddulph.

“**Closing Date and Time**” means Friday, May 2nd, 2025 at 12:00 p.m. EST.

“**Highest Scoring Respondent**” means the individual or entity that is scored the highest by staff reviewers in accordance with the Rated Requirement Best Evaluation Criteria set out in section 6(b) of this RFP and receives a Recommendation from staff.

“**Mandatory Requirement**” has the meaning described in section 3(a) of this RFP.

“**Procurement Services Email (procurement@middlesex.ca)**” means the email available to Respondents to submit procurement responses to this RFP.

“**Proposal**” means a submission to the Township in response to this RFP.

“**Rated Requirement**” has the meaning described in section 3(b) of this Request for Proposal.

“**Recommendation**” means a recommendation by Staff only, which the Council may approve or disapprove.

“**Rent Proposal Form**” means the rent proposal form attached to this RFP as Appendix “B”, which is required to be submitted with any response to this RFP.

“**Request for Proposal or RFP**” means this document, inclusive of all definitions and provisions contained therein.

“**RFP Response Form**” means the response form attached to this RFP as *Appendix “A”*, which is required to be submitted with any response to this RFP.

“**Respondent**” means the individual or entity responding to this RFP that has submitted a Proposal that is compliant with the terms and conditions of this RFP.

“**Substantial Compliance**” has the meaning as set out in section 3(c) of this RFP.

“**Township**” means the Corporation of the Township of Lucan Biddulph.

“**Upset Limit**” means the maximum amount payable by the Township to the Respondent for the leasing of a commercial building located at 269 Main Street, Lucan, Ontario, N0M 2J0 as defined herein.

2) BACKGROUND AND OBJECTIVES OF THIS RFP

2.1 Background

The Township of Lucan Biddulph (the “Township”) is a lower tier Township, as defined by the Township Act, 2002, S.O. 2001 c.25, as amended or replaced (“Township Act”). The Township of Lucan Biddulph is seeking Proposals for the leasing of a commercial building located at 269 Main Street, Lucan, Ontario, N0M 2J0.

2.2 Objectives & Scope

The commercial building available for lease is the former Hub Roadhouse, a popular restaurant for years in the heart of Lucan. The building offers many options/possibilities to open/operate a thriving business in a fast-growing community.

Below are the specifications of the property:

Total Area: 14,000.00 Square Feet	Sewers: Sanitary & Storm
Ofc/Apt Area: 0 Percentage	Garage Type: None
Industrial Area: 0.00 Percentage	Soil Test: No
Retail Area: 4,000 Square Feet	Rail: No
Apx Age: 16-30	Basement: No
Clear Height: 9'	Elevator: No
Heat: Gas Forced Air Open	UFFI: No
Phys Hdcp-Eqp: No	Assessment: 2023
Com Condo Fee: \$0.00	Chattels: No
Sprinklers: No Sprinklers	
Survey: No	Days Open: 7
Lot/Bldg/Unit/Dim: Building 119.75 x210.26 Feet	Employees Full: 0
Crane: No	Seats: 0
Water: Municipal	Area Infl: Major Highway, RecCentre

This property is for a short-term lease of three (3) years with the option to extend the lease by two (2) years at the discretion of the Township. The Township will provide at least sixty (60) days’ notice whether a two (2) year lease extension will be provided before the end of the three (3) year lease term.

An open house will take place on Wednesday April 23rd, 2025 between 9:00am and 12:00pm for Respondents to view the property.

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

2.3 Additional Payments

In addition to the monthly rental payments for the Property, the Tenant shall be responsible for the following additional payments:

- a) The Tenant’s cost of insuring the Property.

- b) Building repair and maintenance costs which are not structural in nature.
- c) The Tenant's cost for public utilities at the Property including gas, water, electrical power, energy, steam, and hot water.
- d) The Township's property taxes relating to the Property.
- e) The cost of landscaping and snow plowing, including grass cutting.
- f) Any costs incurred by the Township for providing machinery, supplies, equipment, materials, payments to independent contractors, and any other services provided by the Township to the Property which are not for structural purposes.
- g) All expenses required for the maintenance and operation of the Property other than structural expenses.

2.4 Tenant's Covenants

The Tenant covenants with the Township:

- a) **Rent** – to pay the Rent, including but not limited to, any additional Payment and/or any other charges that are to be payable to the Township.
- b) **Utilities** – to pay and discharge as they become due all charges for public utilities, including water, gas, electrical power, energy, steam, and hot water, used in the Property and for fittings, machines, apparatus, meters, or other things leased in respect to them, and for all work or services performed by any corporation or commission with the public utilities; provided further that the Tenant shall have the right to contest by appropriate legal proceedings the validity of any charges referred to in this sub-clause.
- c) **Condition of the Property** – to keep the Property in a clean and tidy condition; to not permit garbage, ashes, waste, or objectionable material to accumulate on the property; and to keep the driveways, walks, grounds, sidewalks, and curbs forming part of the Property clean at its own expense.
- d) **Inspection and Repair** – to permit the Township at all reasonable times to enter the Property to inspect the condition of them, and where such inspection reveals that maintenance is necessary to complete maintenance in a good and prudent manner within three (3) calendar months from the date of delivery of notice from the Township.
- e) **Heating and Air Conditioning** – to heat and air condition the Property at its own expense.
- f) **Compliance with Laws** – at its own cost and expense, to comply with the requirements of all applicable by-laws, statutes, laws, and regulations or orders with respect to the condition, equipment, maintenance, use, and occupation of the Property.
- g) **Nuisance** – to not to do or permit to be done anything on the Property which constitutes a nuisance.
- h) **Alterations, Installations, and Trade Fixtures** – During the Term and any renewals thereof, the Tenant may make cosmetic alterations (i.e. paint, carpet, tile, etc.) to the Property that does not involve changes to the structure of the Property or to the

heating, ventilation, air conditioning, mechanical, plumbing, or electrical system. Notice of such cosmetic alterations including the timing of the completion of any cosmetic alterations shall be provided to the Township in writing prior to commencing the cosmetic alterations. The Tenant may affix operational apparatus and particulars to the structure of the Property and such apparatus and particulars will be considered to be trade fixtures, removable by the Tenant upon termination of the lease.

- i) **General Responsibility** – to be responsible for all operations/activities related to the Property and responsible for its own employees, members, officers, directors, agents, representatives, and consultants engaging in furtherance of its operations.
- j) **Furnishings** – to be fully responsible for its own furnishings within the Property.
- k) **Assignment and Subletting** – the Tenant may assign its rights and obligations to other sub-tenants, governmental agencies, or not-for-profit and charitable organizations with prior written consent of the Township, provided that the amount to be paid by the assignee shall not be in excess of the amount paid by the Tenant. The Tenant acknowledges and agrees that in the event it sub-lets a portion of the Property, the Tenant shall remain bound by all obligations for the balance of the Term and any renewals thereof.

2.5 Township's Covenants

- a) **Quiet Enjoyment and Access** – for the entirety of the Term and renewals thereof, to provide the Tenant with quiet enjoyment of the Property and allow the Tenant to access and occupy the Property at any time or hour desired by the Tenant.
- b) **Good State of Repair** – to deliver the Property to the Tenant in a good state of repair.
- c) **Structural Maintenance and Repair** – to maintain, repair and replace with due diligence and at 100% its own expense the structural elements of the Property, including the foundation, walls, roof, heating, ventilation, mechanical, plumbing, electrical system, and parking lot.
- d) **Parking Lot** – to pay for the general repair, maintenance of the parking lot, inclusive of asphalt maintenance, repair and replacement, structural base, grading, and drainage.
- e) **Tenant Allowances** – to allow the alterations, installations and trade fixtures, assignment and subletting set out in section 2.4.

3) PROPOSAL CONTENT AND DOCTRINE OF SUBSTANTIAL COMPLIANCE

This RFP includes both mandatory and rated requirements. The Township requests Proposals which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. respond to each of the stated rated requirements.

a) Mandatory Requirements

Mandatory requirements are expressed in this RFP using terms such as “**must**” or “**shall**” and are followed by the letter **(M)** in section 5 of this RFP.

These mandatory requirements will be understood to constitute imperative requirements of the Township with respect to this RFP. Proponents are required to provide a clear response to each mandatory requirement item in their proposals. If a mandatory requirement is not provided in a proposal, that proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (see Evaluation Methodology in section 6 of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the Township in its sole and absolute discretion.

If a mandatory requirement is not technically feasible, not in line with industry standards, or contradicts other requirements, the Proponent should state so in writing through the Procurement Services Email (procurement@middlesex.ca) “submit a question” on or before April 25th, 2025 at 12:00 p.m. such that the concern may reasonably be addressed by the Township at its sole and absolute discretion through an Addendum, pursuant to section 9a of this RFP.

b) Rated Requirements

Proposals will be evaluated and scored pursuant to the Evaluation Methodology set out in section 6 of this RFP. The Rated Requirements Best Value Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Township’s needs based on a “best overall value”. Rated requirements in this RFP are followed by the letter **(R)** in section 5 of this RFP and will be assessed/scored by the Township in accordance with the Rated Requirements Best Value Evaluation Criteria set out in section 6b of this RFP.

Note to Proponents: It is essential that proposals be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent’s disadvantage.

c) Doctrine of Substantial Compliance

While it remains the Township’s prerogative in its absolute and sole discretion to exclude any proposal from further evaluation or consideration for having failed to meet a mandatory requirement, the Township’s nevertheless reserves the right in its absolute and sole election to determine that a proposal substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed or the proposal itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the Township; and
- ii. the degree that the proposal is apparently non-compliant with the specified requirement is considered by the Township to be minor and not material to the overall procurement intent of this RFP.

4) POTENTIAL CONTRACT

The Township reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in part or its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons, should such be determined by the Township to be in its best interest in its sole and absolute discretion. Should only one Proposal be received, the Township reserves the right to reject it.

The Township does not guarantee that any proposal will produce a Recommendation by Township Administrative Staff to Township Council or any contract for services will ultimately be approved and endorsed by Township Council. A Recommendation is limited and defined in this RFP.

In the event that Council passes a resolution and by-law to enter into a contract with a Respondent, and such approved contract is not endorsed by the applicable Respondent within thirty (30) days, the Township reserves the right and ability to either enter into a potential contract with the next highest scoring Respondents in sequential order pursuant to the Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

In the event that no contract is entered into by Township for whatever reason, the Respondent in endorsing the RFP Response Form (*Appendix "A"*) does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Township for any costs or damages incurred by the Respondent in preparing a proposal or attempting to enter into a contract with the Township.

5) MANDATORY AND RATED REQUIREMENTS OF THIS RFP

a) Experience and Qualifications (M)(R)

Respondents must have the requisite experience, resources, and qualifications to successfully meet the objectives of section 2 of the RFP. Respondents therefore must provide detailed information that clearly demonstrates the Respondent's qualifications, experience and resources available to deliver exceptional results to the Township.

The detailed information must (M) at minimum, provide the following and shall be submitted in the same sequence as below ***no longer than twenty (20) pages in length***:

- I. A company profile, including an indication as to number of years in business and scope of services offered.
- II. Legal name of Business, or of Individual who would be named in the Lease.
- III. Corporate Structure (if applicable).
- IV. Name, contact information and experience of key people involved with this business (owner, staff, etc.)

b) Business Plan (M)(R)

Respondents shall submit a detailed business plan identifying the following at a minimum:

- i. Executive Summary

- ii. Market Analysis
- iii. Competitive Analysis
- iv. Description of your Products/Services
- v. Marketing Plan
- vi. Target Audience and Number of Existing Customers/Clients
- vii. Financial Plan & Projections
- viii. Funding Sources
- ix. Proposed Hours of Operation
- x. Provide details on how this Proposal will be a good match/fit for the Township.
- xi. Advise whether you would be willing to consider sharing this building with one or more other parties. For instance, if one Proponent is looking for space during traditional business hours (ie, weekdays between 8am and 4pm) and another wants to use that space on weeknights and weekends, then there may be potential for these two groups to jointly lease the space. Such opportunities may prove more attractive to the Township, in that this such an arrangement can expand the services available at this facility. There is no need for Proponents to find another group to share the space with, simply explain whether or not you are open to such an arrangement.
- xii. Schedule/Timing - provide your proposed schedule, including preferred date to take possession, along with any flexibility you may or may not have with regards to your preferred date of possession.
- xiii. Advise if any renovations will be wanted or needed for the space to meet your needs.
- xiv. Proponents are welcome to include any/all additional information that they feel is relevant and would be helpful in supporting your Proposal. This must include any renovations that you would require in order to make the space useful for your needs.

c) RFP Response Form (M)

Respondents **must** endorse and submit with its Proposal, the RFP Response Form attached to this RFP as **Appendix "A"**.

d) Rent Proposal (M)(R)

Proposals **must (M)** at minimum, provide the following:

- i. Complete the Rent Proposal Form attached to this RFP as **Appendix "B"**.
- ii. Respondents must specify what they 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).
- iii. An agreement to provide first month's rent, in advance, at time of being awarded a rental agreement.
- iv. All pricing shall be expressed in Canadian currency.

6) EVALUATION METHODOLOGY

a) Examination for Compliance with Mandatory (M) Requirements

Proposals will first be examined for compliance with the mandatory requirements of this RFP. If a mandatory requirement is not provided in a Proposal, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6)b) of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the Township in its sole and absolute discretion.

b) Rated (R) Requirements Evaluation Criteria

The rated requirements of compliant Proposals will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Township's needs based on a "best overall value" rated formula.

The proposal which includes the lowest cost or any proposal at all will not necessarily be accepted by the Township. The basis for determining the Highest Scoring Respondent for potential Recommendation is the proposal that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. A Recommendation is limited, as defined herein.

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)	EVALUATION WEIGHING
1.	Experience and Qualifications (4a) 30 points	30%
2.	Business Plan (4b) 40 points	40%
3.	Rent Proposal (4d) The formula to be utilized is as follow: <div style="text-align: center;"> Proponent's Proposal Price Divided By Highest Submitted Proposal Price Multiplied by the Evaluation Weighting </div> 30 points	30%
TOTAL		100%

It is a Respondent's responsibility to carefully prepare their respective Proposal and ensure that such is submitted in the most favorable terms in order to reflect its best possible potential. Failure to do so could result disqualification if a mandatory requirement is not met or could result in a less than optimal performance under the Rated Evaluation Criteria.

7) GENERAL CONDITIONS OF THIS RFP

a) General Conditions

Every Mandatory Requirement and other rights reserved in this RFP by the Township, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFP.

b) Declaration of Potential Conflicts/Litigation History

Any potential conflicts of interest in which a Respondent may have with the Township or any employee of the Township **must** be identified and described in detail in the Proposal of each Respondent.

The Respondent **must** describe in detail any outstanding litigation and any unresolved potential claims involving the Township. If there is any such history with the Township, it should be described in the Proposal.

c) Deliverables in Any Potential Contract

The Respondent, in submitting a Proposal, hereby acknowledges that in the event he/she/it they were to enter into a potential contract with the Township approved by Council, the Highest Scoring Respondent(s) would be required to provide the deliverables identified in section 2 in addition to any additional deliverables the Respondent identified within their Proposal.

d) Subletting

The Respondent acknowledges that in any potential contract with the Township, no subletting or assignment of rights and obligations will be permitted, without the written consent of the Township.

8) ADDITIONAL SPECIAL CONDITIONS OF THIS RFP

a) Addenda

The Township reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals (Friday May 2nd, 2025, 12:00 p.m.). Any necessary addenda to this RFP will be sent from the Procurement Services Email (procurement@middlesex.ca) ONLY. The Township at its discretion may or may not change the date for submissions depending on the date and extent of any Addenda.

b) Question Period

In the event any Respondent has clarification question(s) on the requirements for the submission of a proposal pursuant to this RFP, such questions must be submitted through the Procurement Services Email (procurement@middlesex.ca) on or before April 25th, 2025 at 12:00 p.m. Only answers requesting clarification on the requirements for the submission of a Proposal will be answered.

c) Information Clarification

If determined necessary at the sole discretion of the Township, Respondents may be requested to clarify information contained in Proposals by telephone and/or virtual meeting/communication technology.

d) Confidentiality/Freedom of Information

The Proponent acknowledges that any and all information relating to the business and affairs of the Township which is not a matter of public record is confidential and that in the event Council resolves to enter into a contract with a Respondent, such contract would, require the strict protection of such confidentiality by the Proponent.

All documentation submitted to the Township by Respondents to this RFP is subject to *MFIPPA*, which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Township Clerk has been designated by Council to make privacy determinations in accordance with *MFIPPA*.

All Proposals **shall** be submitted by the Respondent on the understanding that the Proposals shall become the property of the Township and may be made public by the Township as part of a public Council agenda. Should a Respondent believe that their Proposal contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Proposal that are so affected in his/her/its Proposal. In the event such statement is made in a Proposal, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Township Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted Township limitations, the Respondent does hereby fully release and hold harmless the Township, including its respective Mayor/Warden (as applicable), Councillors, officers, directors, employees, agents, contractors, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a Township Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

e) Lobbying Prohibited

All Respondents, including their subcontractors, contractors, agents, officials and employees will not engage in any form of political or other lobbying whatsoever with respect to this RFP or seek to influence the outcome of this RFP process. This anti-lobbying clause extends to all members of the Township, Council and/or local area Township Councillors within all Townships within the service area, their respective staff members or their appointees, including members of the Township RFP evaluation teams. In the event of any such lobbying, the Township will reject the Respondent's submission without further consideration and terminate that Respondent's right to continue in the RFP process. All correspondence or contact by interested parties with the

Township with respect to this RFP must be directly and only with the representative designated by the Township.

It should be duly noted by Respondents that this anti-lobbying clause extends from the release date of this RFP through the date and time when the Highest Scoring Respondent have been named in the event that Highest Scoring Respondent is are named, or when the RFP has been terminated. Any activity contrary to this provision undertaken during this timeframe will result in the Respondent's immediate disqualification from the process.

This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings or any public deputations that may be made to staff or Council.

f) Black Out Period

The Township prohibits communications with respect to this RFP initiated by a Respondent to any Township official, contractor or employee whom is not designated in the RFP document for the period of time from the RFP closing date up to and including the date of consideration by Township Council (the "**Black Out Period**").

The Administrator of this RFP, may communicate with the Respondent during the Blackout Period for the purpose of obtaining information or clarification necessary in order to ensure a proper and accurate evaluation of the Proposal.

Any communication during the Black Out Period, initiated by a Respondent must be limited exclusively to Administrator (or his designate). Contact with any other party during the Black Out Period may be grounds for disqualifying the offending Respondent from consideration for any Recommendation, any potential contract and/or any future Township solicitations.

This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings, or any public deputations that may be made to staff or Council.

g) Joint or Consortium Proposals

Each member of a joint or consortium proposal shall be jointly and severally liable for all obligations under any potential Contract. Joint or consortium Proposals must have one Prime Contact who will be responsible for executing all documentation in response to this RFP on behalf of the joint or consortium proposal team.

A written statement from an officer of the proposed joint proposal or consortium members must also be provided, indicating a willingness to comply with the terms and conditions of this RFP.

h) Terms of Payment (including invoicing)

In the event Township Council passes a resolution and by-law to enter into any contract, payment on any potential contract will be made in response to invoices itemized in accordance with the final executed contract, provided: (i) the invoices are based on work/deliverables described in the

scope of the Project and are consistent with the timetable of each negotiated deliverable, (ii) the services that are the subject matter of the invoices are completed to the Township's satisfaction, and (iii) the Highest Scoring Respondent is not in default of its obligations under the contract.

In its efforts to meet strategic goals in the delivery of its core services to promote efficiencies, sustainability and reduce costs, the Township is moving several of its processes to electronic protocols. Electronic invoicing is a payment requirement for the Project. The Township will provide the Highest Scoring Respondent with several format options acceptable to the Township and any ultimate contract shall require the remittance of invoices accordingly.

i) Contract Termination

In any potential contract, if the Township determines that a Respondent, in the opinion of the Township, has failed to satisfactorily perform the services in accordance with the terms and conditions of any contract entered into, the Township reserves the right to terminate the contract forthwith by delivering notice of termination to the Respondent. Furthermore, the Township at its sole discretion, reserves the right to terminate any potential contract without showing cause, prior to its conclusion, upon giving at least thirty (30) days written notice to a Respondent.

In the case that termination of a contract becomes necessary, the Township shall pay all reasonable costs incurred by a Respondent up to the date of termination, less any excess costs incurred by the Township in re-procuring and completing the work where the termination is for cause. However, in no event shall the Respondent be paid for any amount that exceeds the price of the agreed fee for the work performed. A Respondent will not be entitled to, or reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

9) SUBMISSION OF PROPOSALS AND TIMELINE OF RFP EVENTS

a) Electronic Access to Proposal Documents, including Addenda

This RFP is posted on the Townships website. Proposal documents are administered through the Procurement Services Email (procurement@middlesex.ca) only, from the point of posting of this RFP to the Closing Date and Time. Amendments to this RFP will be sent from the Procurement Services Email (procurement@middlesex.ca) only in the form of Addenda. It is the sole responsibility of each Respondent to check their emails often to review any Addenda. The onus is unequivocally on the Respondents to ensure that they have received and read all Addenda prior to submission of their Proposal submissions must be received no later than the Closing Date and Time.

b) Submitting Questions

Questions related to the Proposal Documents are to be submitted through the Procurement Services Email (procurement@middlesex.ca) only.

c) Bid Submissions

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Township through the Procurement Services Email (procurement@middlesex.ca). Hard copy submissions are not permitted.

Respondents are cautioned that the timing of their Proposal submission is based on when the Proposal is RECEIVED by the Procurement Services Email (procurement@middlesex.ca), not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that the Respondents submit their Proposals with sufficient time to resolve any issues that may arise.

Respondents should contact Procurement Services at procurement@middlesex.ca, at least twenty-four (24) hours prior to the Closing Date and Time, if they encounter any problems.

Procurement Services will send a confirmation email to the Respondent advising that their Proposal was submitted successfully. If you do not receive a confirmation email, contact Procurement Services at procurement@middlesex.ca.

Respondents may edit or withdraw their Proposal submission prior to the Closing Date and Time. However, the Respondent is solely responsible to ensure the re-submitted Proposal is received by the Procurement Services Email (procurement@middlesex.ca) no later than the Closing Date and Time.

If a Respondent has submitted a Proposal prior to the Closing Date and Time and an Addenda have been issued, The Respondent is solely responsible to make any adjustments to their Proposal required as a result of the Addenda and ensure that the re-submitted Proposal is RECEIVED by the Procurement Services Email (procurement@middlesex.ca) no later than the Closing Date and Time.

Late Proposals are not permitted.

d) Timeline of RFP Events

Event	Date
Posting of RFP	April 14 th , 2025
Final date for submission of clarification questions (by 12:00 p.m.)	April 25 th , 2025
Deadline for receipt of proposals (by 12:00 p.m.)	May 2 nd , 2025

Please Note: the dates referenced above are an approximation only and are subject to reasonable change by the Township.

**APPENDIX "A":
RFP RESPONSE FORM**



RFP RESPONSE FORM (ACKNOWLEDGEMENT)

Request for Proposal RFP No. LB-2025-08

I/We have read and understand this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto.

Dated at _____, _____ Ontario this ____ day of _____, 2025.

_____ Name of Respondent (please print)

_____ Address

_____ Telephone _____ Fax _____ Email

I/We agree to supply all necessary documents, deliverables and services for the execution and completion of the above noted Project in accordance with the RFP Documents for the sum of

_____ Dollars (\$ _____), which is exclusive of all applicable taxes, custom duties and excise taxes with respect to a potential contract in accordance with all terms and conditions of the RFP.

The Respondent acknowledges that it is required to remit all applicable taxes, custom duties, excise taxes and Harmonized Sales Tax ("HST") and that it will charge applicable tax costs to the Township. The following amount for all applicable taxes, custom duties, excise taxes and HST is extra to the above sum:

\$ _____.

Per: _____ Signature of Respondent

_____ (Name), _____ (Position)

I have authority to bind the _____ (business type)

**APPENDIX "B":
RENT PROPOSAL FORM**

Pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Unless otherwise indicated in the requested prices quoted by the proponent must be all inclusive and must include any fees or other charges required by law.

The Rent Proposal shall state the Respondent's total rent for the lease term for the provision of the Leased Premises in compliance with the Deliverables set out in the RFP. An allowance for normal commercial leasing practice of annual true-up to the actual cost incurred by the Township to both operating costs and property taxes and shall only be adjusted per the Respondent's proportionate share. If there is a reasonable change in the operating costs and property taxes the monthly amount shall be adjusted to the new rate once per year.

The gross rental rate shall be firm for year one (1).

Rent Proposal Form

Sq. Footage	Rate per sq. ft. per month	Total
14,000		
	HST (13%)	
	Total + HST (13%)	