



**Request for Expression of Interest**

**RFEOI45-2021**

**Lease of Available Space at Chippawa Town Hall**

**Request for Information No.: RFEOI45-2021**

**Issued: Tuesday, January 4<sup>th</sup>, 2022**

**Submission Deadline: Tuesday, January 25<sup>th</sup>, 2022 @ 2:00:00PM local time**

**1. Introduction**

This Request for Expression of Interest (“**RFEOI**”) is issued by the City of Niagara Falls (the “**City**”) for the purposes of gathering information about the interest of individuals, businesses or other organizations to lease available space at the Chippawa Town Hall, 8196 Cummington Square West, Niagara Falls Ontario L2V 6G9 in order to assist the City in the future use of this space. The City is looking for interested individuals, businesses or other organizations to submit their ideas on how they would utilize this space as the City has determined this space to be surplus..

Accordingly, this RFEOI is not intended to be a formal, legally binding bidding process and will not necessarily result in any subsequent negotiations, direct contract award, invitational tendering process, or open Procurement process. However, the City may elect to do so if directed by Council. It does not constitute a commitment by the City to procure any goods or services. Interested Respondents should respond to this RFEOI by providing the information requested below.

**2. RFEOI Timetable**

**a. Key Dates**

Issue Date of RFEOI	Tuesday, January 4 <sup>th</sup> , 2022
Deadline for Questions	Tuesday, January 11 <sup>th</sup> , 2022 @ 2:00 PM local time
Deadline for Addenda	Tuesday, January 18 <sup>th</sup> , 2022 @ 2:00 PM local time
Submission Deadline	Tuesday, January 25 <sup>th</sup> , 2022 @ 2:00:00PM local time

The RFEOI timetable is tentative. It may be changed by the City at any time, and the City may choose to waive or extend the Deadline for Questions, Deadline for Addenda, and/or the Submission Deadline.

**3. Background**

Chippawa Town Hall is a building fronting onto Cummington Square West.

The building was reportedly constructed in 1842 with a rear addition constructed in 1965. The building is a designated heritage building under the *Ontario Heritage Act* by By-law 83-280 and updated by By-law 2014-99. As a designated heritage property, the tenant would have to protect the exterior heritage attributes of the building. The interior is not designated and can be renovated. The heritage designation is registered on title and runs with the land and binds successors in title.

The property is zoned General Commercial, which permits a wide range of businesses, retail, office and service uses, as well as residential opportunities on the second floor.

#### **4. Information Requested**

The City is looking for interested individuals, businesses or other organizations to lease the facility with a goal to minimize the financial risk to the municipality, maximize benefit back to taxpayers, and maximize the community benefit to the City.

Respondents shall include an outline of the business plan or use plan for the building, a summary of how the heritage qualities of the building will be maintained and/or enhanced, and financial payment to the City as well as any future requirements of the City specific to the building.

#### **Facility Space**

- Interested businesses or organizations may consider all of the available facility space.
- See Appendix 1 – Photos.
- The building is 2,888 square feet gross above-grade floor area with full semi-finished basement.
- The main (1<sup>st</sup>) floor of the building consists of a front showroom, leading to a gallery with two separate offices off of the gallery and a kitchen at the rear. A doorway at the rear of the gallery leads to the newer section of the building which has a stairwell accessing the basement.
- The upper (2<sup>nd</sup>) floor is divided into a hallway and two (2) washrooms in the addition section (one washroom also provides additional storage space), and a larger open multi-use space with a raised stage section to the front of the building. A pull-down ladder allows access to the attic from this open area.
- The basement contains a 2-piece washroom, a mechanical room and large open storage area. The water heater and hydro panel (200 amp service) are also included in the basement.
- The City is responsible for the maintenance of existing building systems; HVAC, plumbing, sprinklers, drainage and sewage, electrical and life safety.
- The City is responsible for capital repairs to the building envelope – example exterior walls, windows and roof.
- The tenant is responsible for payment of all utilities – water, gas, hydro and internet. Based on recent use, the approximate annual cost of utilities is \$6,000.
- The tenant is responsible for day-to-day maintenance and repairs in their exclusive space. This includes refuse removal, snow removal and landscaping.

- The tenant will be responsible for all leasehold improvements to the space subject to the approval by the City. The City must provide consent to additional modifications such as remodeling and redecorating at the tenant's expense.
- Term of agreement: The City's preference is to work with tenants looking to lease space for a five-to-ten-year lease agreement with the opportunity to renew.
- Limited outdoor parking is available for tenants and clients during operating hours.
- Tenant is expected to pay rent annually.

### **Financial Considerations**

- Rent to be determined based on square footage and the status of the business/organization.
- All tenants required to pay for utilities: water, gas, hydro and internet.
- Tenant will provide five million dollars (\$5,000,000) general liability and property damage insurance.

### **Use of Information**

The City will use the Expression of Interest submitted by individuals, businesses and other organizations to help determine the interest and possible future use of the available space of this facility. The City may contact the individuals, businesses or other organizations that have submitted an Expression of Interest for further information or clarification of their submission.

## **5. Submission Instructions**

Respondents are asked to submit their signed Respondent Submission Form and a maximum of fifteen (15) pages in one (1) PDF formatted file that provide the:

- a) Business Plan and Community Impact
  - Business or organization's background including the company's purpose and mission statement
  - Intended audience, or customer base, and information on how the space will be used
  - Anticipated benefits to the community, the need being addressed
  - Anticipated level of investment made into the building and the community
  - Outline plan to maintain and/or enhanced the heritage aspects of the building
  - Anticipated date of business opening and operating hours
- b) Financials
  - Proposed annual rent for the building

- Any financial or in-kind requests of the City by the Respondent. (i.e. what is the future expectation of the City by the Respondent)

Submissions will be received no later than **Tuesday, January 25<sup>th</sup> at 2:00:00PM local time** to the following e-mail address [bids@niagarafalls.ca](mailto:bids@niagarafalls.ca) The subject line of the e-mail must read RFEOI45-2021 Lease of Available Space at Chippawa Town Hall and include the business or organization name.

For any questions regarding this RFEOI please e-mail the City contact below prior to the closing date and time of the question period listed above in the Key Dates.

Jessica Curno, Procurement Agent: [jcurno@niagarafalls.ca](mailto:jcurno@niagarafalls.ca)

Submissions should include a completed and signed Respondent Submission Form below that acknowledges, among other things, that this RFEOI and any Respondent Submissions will not create a legal relationship or any obligation regarding the procurement of any good or service by the City.

# RESPONDENT SUBMISSION FORM

## 1. Respondent Information

Please name one person to be the Respondent's contact for the RFEOI process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any other relevant name under which Respondent carries on business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

## 2. Terms of Reference

In responding to this RFEOI, the Respondent acknowledges its acceptance of the following RFEOI Terms of Reference:

### a. Request for Information Not a Formal Competitive Bidding Process

This RFEOI is issued for information-gathering purposes and is not intended to be or result in a formal legally binding "Contract A" bidding process. Without limiting the generality of the foregoing, this RFEOI will not necessarily result in any subsequent negotiations, direct contract award, invitational tendering process, or open Procurement process, and does not constitute a commitment by the City to procure any goods or services.

### b. RFEOI Not to Limit the City's Pre-Existing Rights

This RFEOI will not limit any of the City's pre-existing or future rights. Without limiting the generality of the foregoing, the City expressly reserves the right, at its discretion, to:

- (i) seek subsequent information or initiate discussions with any potential business or organization, including potential businesses or organizations that did not respond to this RFEOI;
- (ii) initiate direct negotiations for the lease of space with any potential business or organization, regardless of whether the potential business or organization responded to this RFEOI;
- (iii) contact a limited number of potential businesses or organizations, which may include only those that responded to this RFEOI or may include potential businesses or organizations that did not respond to this RFEOI, or both, for the purpose of a competitive process for the procurement of the space being offered for lease;
- (iv) elect to proceed by way of open Procurement call where all potential Respondents, including those that did not respond to this RFEOI, are eligible to compete for the space that is available for lease; and
- (v) elect not to lease the space that is the subject of this RFEOI.

These expressly reserved rights are in addition to any and all other rights of the City that existed prior to the issuance of this RFEOI and that may arise subsequent to its issuance.

#### **c. Pricing Information for General Information Purposes Only**

Any pricing information provided by 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 tender call process or where established through the execution of a written agreement.

#### **d. Information in RFEOI Only an Estimate**

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFEOI or issued by way of addenda. Any quantities shown or data contained in this RFEOI, or provided by way of addenda, are estimates provided only as general background information.

#### **e. Parties to Bear Their Own Costs**

The City will not be liable for any expenses incurred by a Respondent, including the expenses associated with the cost of preparing a response to this RFEOI. The City and each Respondent will bear their own costs associated with or incurred through this RFEOI process, including any costs arising out of, or incurred in, (i) the preparation and issuance of this RFEOI; (ii) the preparation and making of a submission; or (iii) any other activities related to this RFEOI process.

#### **f. Accuracy of Responses**

The Respondent represents that the information that it will submit will be, to the best of its knowledge, complete and accurate.

#### **g. Submissions Will Not Be Returned**

Except where set out to the contrary in this RFEOI or expressly requested in the Respondent's submission, the submission and any accompanying documentation provided by a Respondent will not be returned or erased from the City's electronic records.

#### **h. Confidential Information of the City**

All information provided by or obtained from the City in any form in connection with this RFEOI either before or after the issuance of this RFEOI (i) is the sole property of the City and must be treated as confidential; (ii) is not to be used for any purpose other than replying to this RFEOI; (iii) must not be disclosed without prior written authorization from the City; and (iv) must be returned by the Respondent to the City, or destroyed at the option of the City, immediately upon the request of the City.

The Respondent may not at any time directly or indirectly communicate with the media in relation to this RFEOI without first obtaining the written permission of the City.

#### **i. Disclosure of Information**

The Respondent consents to the City's collection of information as contemplated under the RFEOI for the uses contemplated under the RFEOI. Respondents should not include information in their response that is proprietary or confidential or that consists of personal information. Information provided by a Respondent may be released in accordance with governing laws, including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. To the extent that a Respondent does include confidential or proprietary information or personal information, the Respondent should identify any information in its submission, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except where an order by a tribunal or court requires the City to do otherwise. The Respondent consents to the disclosure, on a confidential basis, of this submission by the City to advisers retained by the City for the purpose of reviewing this submission.

The Respondent acknowledges that the City may make public the name of any and all Respondents.



**j. Governing Law**

This RFEOI process will be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

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Signature of Respondent Representative

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Name of Respondent Representative

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Title of Respondent Representative

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Date