



**Request for Proposal**  
**Operations of a Fitness Centre**  
**within the**  
**Lucan Biddulph Community Memorial Centre**

**PROPOSAL CLOSING**

Date: March 24<sup>th</sup>

TIME: 12:00pm local time

ADDRESSED TO: Paul Smith  
270 Main Street  
Lucan, Ontario  
N0M 2J0

**PROPOSALS RECEIVED LATE WILL NOT BE ACCEPTED**

Note: This document contains 7 pages

## **1. OVERVIEW AND SCOPE OF WORK**

The Corporation of the Township of Lucan Biddulph, hereinafter referred to as the Municipality, is calling for complete proposals from qualified Proponents to provide creative and innovative proposals for the operations of a 2,236 square foot fitness space located inside the newly renovated Lucan Biddulph Community Memorial Centre.

It is the intent of this Request for Proposal to solicit innovative and entrepreneurial solutions to the delivery of fitness services at the above noted facility, while providing the community access to affordable fitness services that are absent in the community. Currently there are two specialized fitness facilities in Lucan Biddulph focusing primarily on athletic training and cross-fit.

Interested Proponents are encouraged to respond providing information on how they propose to implement the contract, the amount of lead time required to commence operations as well as any commitments requested of the Municipality.

Any questions regarding this request for proposals or arrangement of a tour of this space must be submitted to:

### **Paul Smith**

Manager of Parks and Recreation  
[psmith@lucanbiddulph.on.ca](mailto:psmith@lucanbiddulph.on.ca)  
519-494-0954

**No later than March 17<sup>th</sup> 2023, 12 noon local time.**

## **TERMS OF REFERENCE**

These Terms of Reference provide a framework for a Proponent to submit a proposal, and for the Municipality to evaluate each proposal received to determine which submission is most suitable for the Municipality's requirements.

**Proponents are encouraged to provide any additional information or innovative approaches** not specifically outlined in the context of these Terms of Reference that they deem to be of importance in this matter.

### **1.1 Contract Term**

The term of contract shall be negotiated upon issuance of an agreement prior to a successful proposal being selected.

The term of the contract is subject to an option for renewal. These terms shall be agreed upon at the time of draft agreement.

A contract term suggestion should be included within the submitted proposal.

## **1.2 Insurance**

Prior to operation of a fitness space commencing, the proponent must provide proof of a minimum of five million dollars (\$5,000,000.00) commercial general liability insurance that includes a clause to indemnify and save harmless the Township of Lucan Biddulph from all claims arising out of injury to persons or damage to property during work under this contract. The Township of Lucan Biddulph must be added as an additional insured to the policy and a certificate of insurance must be provided to the Municipality.

## **1.3 Financial Considerations**

The Proponent will detail the financial aspects of all arrangements in their submission.

The Municipality reserves the right to view sales records of the successful Proponent at any time, if contract compensation to the Municipality of Lucan Biddulph is based on percentage of sales.

Failure to maintain accounts with the Municipality in good standing at all times, will constitute cause for the Municipality to terminate the agreement and result in forfeiture of all deposits and other financial guarantees.

## **1.4 Restricted Activities and Services**

The Municipality shall be at all times aware of the services and activities being provided inside the fitness space. At no time shall this space be in direct competition with programs and activities ran by the Municipality.

## **1.5 Hours of Operation**

The availability of a fitness centre is expected, within reason, to accommodate the hours of operation at the Lucan Biddulph Community Memorial Centre. The Community Centre is open year round from the hours of 7am-11pm with minimum holiday closures. Additional or alternate hours may be negotiated with the Manager of Parks and Recreation based upon demand of services.

The hours of operation are to be posted at all times by the Proponent – stating days and times – all as agreed upon by both the Municipality and the Proponent.

- The Municipality reserves the right to alter operation hours of facilities and programs subject to programming and facility schedules.

## **1.6 Exclusive Operation Rights**

The Municipality will not compete with the Proponent and its desired operations. However, the Proponent does not have exclusive rights at the Lucan Biddulph Community memorial Centre regarding fitness. The Township does not have control of

private rentals outside of its own programming. In order to promote programming in the community there is potential for a private rental to occur where fitness takes place.

### **1.10 Equipment**

Currently the Municipality does not supply equipment related to a fitness gym operation. Proposals should include methodology for the provision of equipment. Any suggested contributions by the Municipality should be clearly identified.

Any provision of equipment either by the Proponent or the Municipality shall be defined within an agreement that will be reviewed by the Municipality's Insurance provider to protect the best interest of the Municipality and the Proponent.

### **1.11 Maintenance and Alterations**

- The Proponent will be responsible for the ongoing cleaning and maintenance of all areas to which they have been granted access.
- Any type of alterations or renovations, structural or otherwise, to the Fitness space by the successful Proponent must have prior approval of the Township and will be at the Proponent's expense. All Building and Fire code regulations must be adhered to.

### **1.12 Access and Keys**

Once keys have been given to the Proponent for the applicable facility and areas within the facility:

- The Proponent will not change the locks or keys without prior approval of the Municipality.
- All keys entrusted to the Proponent for the fulfilment of the contract must not be duplicated and must be always protected and returned to the Municipality's Manager of Parks and Recreation at the completion of the contract.

### **1.13 Quality Standards**

All services provided must be in accordance with regulations laid down by the Ministry of Health, Middlesex-London Health Unit or any other jurisdictions of authority. Equipment must be cleaned and maintained to the standards set by said authorities.

The Proponent shall comply with or exceed the minimum standard regulations and applicable sections of all Federal and Provincial Acts and Regulations related to said services.

### **1.14 Accessibility Regulations for Contracted Services**

The Proponent must fall in accordance of Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation. All workers working on behalf of the Proponent must meet the requirements of the above-noted regulations with regards to training.

### **1.15 Criminal Records Check**

The Proponent and staff will be required to submit to a criminal records check as they will be involved with vulnerable population. The criminal records check searches for such records or criminal convictions for which a pardon has not been granted, records of outstanding/pending criminal charges of which the respective police force is aware or can disclose probations, prohibitions, or other judicial orders in effect.

## **2. SUBMISSION OF PROPOSAL**

Proposals from organizations, individuals or businesses are welcome and must include the following information:

- a) Lead name, contact name(s), address, phone numbers, email addresses as appropriate;
- b) A description of your capacity to operate the fitness space. Examples of previous similar work, size of your volunteer base / employee base, etc.;
- c) A detailed and concise explanation of your plan to operate the fitness space. Include details regarding, but not limited to, the following:
  - How will it be staffed?
  - What will your schedule be?
  - How will you ensure health code regulations and standards are met?
  - What type of training will be provided for staff / volunteers?
  - How will your pricing be determined?
  - What will be the expected commitment of the Municipality?
- d) Where appropriate, provide examples of similar work / service provided by you, your business or organization;
- e) Your plan to compensate the Township of Lucan Biddulph for use of the space and equipment to provide this service;
- f) A list of equipment and recommended fitness circuit based on your proposal;
- g) Other details that the Municipality should be aware of that may affect how you will operate. Examples include: marketing, signage, conflict of interest, organizational policies, hiring practices;
- h) Three references, preferably references that can speak to your experience in the health and fitness industry and/or your experience in the development of programs and fitness spaces.
- i) Valid and current Workplace Safety and Insurance Board certificate or registration number.

### **3. SELECTION OF Proponent**

**The Township of Lucan Biddulph is not bound to accept the lowest or any proposal and reserves the right to reject all proposals.**

The successful proponent will be notified as soon as possible after the Township of Lucan Biddulph has determined a direction.

The Proponent will be recommended by Staff and members of the Parks and Recreation Advisory Committee and approved by Council.

The following criteria will be utilized to evaluate the proposals:

- a) Capacity to offer fitness services to the patrons of the Lucan Biddulph Community Memorial Centre.
- b) Demonstration through the proposal to achieve required deliverables relative to fitness operations;
- c) Team and lead contact / staff knowledge, experience and qualifications;
- d) Knowledge of the community and facility;
- e) Ability to provide fitness needs relative to community needs;
- f) Benefit to the Municipality, including rent, community enrichment or a combination of both;
- g) At the request of the Municipality a personal meeting or interview may be arranged to assess proposals and clarify items/questions.

The Township of Lucan Biddulph reserves the right to negotiate all or part of the proposal selected prior to it being approved. The successful individual, business or organization will be required to sign an agreement with the Township of Lucan Biddulph.

**PROPOSAL SUMMARY REPORT**

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Business / Organization / Individual Name \_\_\_\_\_  
Main Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**STATEMENT BY PROVIDER**

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1. I/We have reviewed all terms and conditions of all forms included as part of this request for proposal package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this request for proposal package.
3. I/We understand that if our proposal is successful, all requirements of the successful provider as outlined in this request for proposal document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position