



**THE CORPORATION OF THE CITY OF KITCHENER**

**Request for Proposals**

**For**

**Preferred Non-Premier Brewery Agreement:**

**Kitchener Memorial Auditorium Complex and Kitchener Golf Courses**

**Request for Proposals No.: P22-023**

**Issued: August 16, 2022**

**Submission Deadline: September 02, 2022 1:00 p.m. local time**

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The following documents are available for download within the bidding system.

- 2022-8-11 Non-Premier Brewery Agreement

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by The Corporation of the City of Kitchener (“the City”) to prospective proponents to submit proposals for the **Preferred Non-premier Brewery Agreement – Kitchener Memorial Auditorium Complex and Kitchener Golf Courses**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The successful proponent will be expected to provide high-quality products, state-of-the art equipment, high quality and responsive product delivery and maintenance and replacement of equipment, on-going marketing support to drive sales and customer satisfaction, and a well-trained, courteous and professional staff to meet the City’s needs.

Through this partnership, the successful proponent will be provided with sponsorship and advertising rights based on content of this RFP and the agreement attached to it for the following locations:

- Kitchener Memorial Auditorium Complex (KMAC) located at 400 East Avenue, Kitchener, ON N2H 1Z6,
- Doon Valley Golf Course located 500 Doon Valley Drive, Kitchener, ON N2P 1B4; and
- Rockway Golf Course located at 625 Rockway Dr, Kitchener, ON N2G 3B5.

The City will only consider proposals received from proponents who have registered with Bids and Tenders and have obtained the RFP directly from the Bids and Tenders website at <https://kitchener.bidsandtenders.ca> (the “Bidding System”).

All proponents must have a Bidding System vendor account and be registered as a plan taker for this opportunity, which will enable the proponent to download the solicitation document, to receive addenda email notifications, download addenda and submit their proposals electronically through the Bidding System.

### 1.2 RFP Contact

To contact the City or ask questions in relation to this RFP, proponents must initiate the communication electronically through the Bidding System. The City will not accept any proponent’s communications by any other means, except as specifically stated in the RFP.

For the purposes of this procurement process, the “RFP Contact” will be:

**Harvey Mariera**, Procurement Specialist, [harvey.mariera@kitchener.ca](mailto:harvey.mariera@kitchener.ca)

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP must be through the Bidding System, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

### 1.3 Contract for Deliverables

#### 1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent.

#### 1.3.2 Term of Contract

The term of the contract is to be for a period of 15 months with an option in favour of the City to extend the contract on the same terms and conditions for an additional one (1) year term, subject to mutual agreement.

### 1.4 RFP Timetable

#### 1.4.1 Key Dates

Issue Date of RFP	August 16, 2022
Site Visit/Proponent Meeting	By Appointment
Deadline for Questions	August 29, 2022 1:00 P.M local time
Deadline for Issuing Addenda	August 31, 2022
Submission Deadline	September 02, 2022 1:00 P.M local time
Rectification Period	2 business days
Anticipated Ranking of Proponents	September 2022
Contract Negotiation Period	30 calendar days
Anticipated Execution of Agreement	October 2022

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

#### 1.4.2 Site Visit / Proponent Meeting

There will NOT be a formal site visit, however if there is a specific location which bidders deem is a necessity to view, you must contact RFP Contact, Harvey Mariera, to arrange a site visit. No site visit will be arranged three (3) days prior to submission deadline.

### 1.5 Submission of Proposals

#### 1.5.1 Electronic Submission Only

All proposals must be submitted electronically through the Bidding System at:

<https://kitchener.bidsandtenders.ca>

Proposals submitted by other methods will not be accepted.

In order to submit a proposal, the proponent must have a Bidding System account and be registered as a plan taker for this RFP.

If you encounter technical issues, please contact [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

### **1.5.2 Proposals must be Received on Time**

Proposals must be uploaded and finalized by the Submission Deadline. The time of receipt will be determined by the Bidding System. Late responses will not be accepted.

Proponents are cautioned that the timing of their submission is based on when the proposal is received by the Bidding System, not when a proposal is submitted by a proponent. Transmission can be delayed due to file transfer size, transmission speed or other technical factors. It is strongly recommended that proponents allow sufficient time before the Submission Deadline to upload documents and to resolve any issues that may arise.

Proponents should contact the RFP Contact at least twenty-four hours prior to deadline if they encounter any problems.

The Bidding System will send a confirmation email to the proponent advising when the proposal was submitted successfully. If proponents do not receive a confirmation email, they should contact the RFP Contact immediately.

### **1.5.3 Amendment of Proposals**

Proponents may edit their proposals prior to the Submission Deadline in accordance with the instructions provided in the Bidding System. The proponent is responsible for ensuring that the amended proposal is received by the Bidding System by the Submission Deadline.

### **1.5.4 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal.

Prior to the Submission Deadline, proponents may withdraw a submitted proposal in accordance with the instructions provided in the Bidding System.

To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The City will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

#### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

##### **2.3.1 Mandatory Technical Requirements**

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

##### **2.3.2 Rated Criteria**

The City will evaluate each qualified proposal on the basis of the non-financial rated criteria as set out in Section F of the RFP Particulars (Appendix D).

#### **2.4 Stage III – Financial Merit**

Stage III will consist of a scoring of the submitted financial contributions of each qualified proposal in accordance with the evaluation method set out in Financial Merit (Appendix C). The evaluation of financial merit will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

#### **2.5 Stage IV – Ranking and Contract Negotiations**

##### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City.

## **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved financial contributions or performance terms from the proponent.

## **2.5.3 Time Period for Negotiations**

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

## **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 Past Performance**

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by the City**

The City will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.



## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information through the Bidding System on or before the Deadline for Questions. No such communications are to be directed to anyone or initiated through any other means. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by any other source or obtained through any other means. It is the responsibility of the proponent to seek clarification through the Bidding System on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum through the Bidding System. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify, and Supplement**

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate, and rescure the proponent's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the City and a proponent, the other proponents will be notified by public posting of the outcome of the procurement process.

### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty 30 days of such notification.

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’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 judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

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

### **3.4.8 Past Performance or Past Conduct**

The City 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 its submitted financial contributions or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the City**

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal 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 as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 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 RFP 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 proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Financial Estimates**

While the financial information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered financial, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The City may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

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## APPENDIX A – FORM OF AGREEMENT

(Download P22-023 Agreement from the Bidding System)

It is the expectation that the successful proponent will execute an agreement substantially in the form of the attached agreement. Negotiations will be conducted, and the terms and conditions of the agreement might change. This agreement may contain additional requirements that may not be otherwise referenced in this RFP document.

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## **APPENDIX B – SUBMISSION FORM**

(to be completed in Bidding System)

### **1. Acknowledgment of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract-A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

### **2. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### **3. Non-Binding Financial Information**

The proponent has submitted its financial information in accordance with the instructions in the RFP and in Financial Merit (Appendix C) in particular. The proponent confirms that the financial information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered financial information, could adversely impact the acceptance of its proposal or its eligibility for future work.

### **4. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

### **5. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

### **6. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

### **7. Conflict of Interest**

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the

proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If "No" is selected, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box "Yes", the proponent must set out below details of the actual or potential Conflict of Interest.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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## APPENDIX C – FINANCIAL MERIT

### 1. Instructions on How to Provide Financial Information

- (a) Proponents should provide the information requested under section 3 below (“Required Financial Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for **HST**, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Financial Merit

Financial Merit is worth sixty (60) points of the total score.

Financial merit will be scored based on a relative bid formula using the rates set out in the form. Each proponent will receive a percentage of the total possible points allocated to each bid, which will be calculated in accordance with the following formula:

$$\text{highest bid} \div \text{proponent's bid} \times \text{weighting (60 points)} = \text{proponent's bid points}$$

### 3. Required Financial Information

- (a) A detailed business plan from the preferred non-premier brewery, including goals and objectives, including financials; showing how you would operate and accomplish the responsibilities related to providing quality products at City facilities.
- (b) Financial component paid to the City, annual preferred non-premier brewery payment (See Schedule “A”)

See table of schedules to be completed on the bidding system.

#### **SCHEDULE “A”**

The successful proponent proposes the following amounts will be paid to the City on the dates outlined below, which will account for the term, beginning October. 1, 2022, ending Dec. 31, 2023 (15 months total)

<b>October. 1, 2022 – December 31, 2022 (3-month payment)</b>	<b>January 01, 2023 – December 31, 2023 (12-month payment)</b>
\$	\$

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

The successful proponent will be provided display space for three (3 SKUs) of high-quality products at each location. These SKUs can include malts, beers, ciders, and/or ready-to-drink products throughout the term of the contract. For further clarity, the successful proponent can have different SKUs at each location and/or can rotate SKUs based on seasonality, noting that display space is limited to only 3 SKUs per location.

On-going marketing support to drive sales and customer satisfaction, and a well-trained, courteous and professional staff to meet the City's needs.

For an overview of the role, purpose, and operations of the Sport Division see below:

#### BACKGROUND

The Sport Division in the City of Kitchener's Community Services Department is responsible for the operation of several public recreational facilities, including licensed sport facilities that generate significant revenue. These facilities include the Kitchener Memorial Auditorium Complex (KMAC)—home of the Kitchener Rangers, Rockway and Doon Valley Golf Clubs.

#### KITCHENER MEMORIAL AUDITORIUM COMPLEX (KMAC)

The Kitchener Memorial Auditorium Complex (KMAC), also known affectionately as "The Aud," is one of Ontario's premier locations for major trade shows, exhibitions, meetings, conventions, concert productions, ice events, indoor and outdoor sporting events, and championship tournaments. The KMAC is a multi-use facility featuring a 7200-seat sport and entertainment auditorium with 26 luxury suites, adjoining twin ice pads, and a 1200-seat ballpark.

Major national and international sporting events such as the Road to the Roar Curling event; acts such as Bryan Adams, Neil Young, The Tragically Hip; and consumer shows such as the Kitchener-Waterloo Home and Garden Show draw more than 600,000 people to the Kitchener Memorial Auditorium Complex each year.

The Kitchener Memorial Auditorium Complex is home to one of the oldest and most successful teams in the Ontario Hockey League—the Kitchener Rangers. Each year, over 240,000 fans attend Rangers home games. In the summer months, the K-W Jr. A lacrosse team and Kitchener Panthers IBL baseball team take over the KMAC and Jack Couch Ballpark. Food service facilities at the KMAC are managed by a third party food and beverage provider.

#### THE GOLF COURSE OPERATIONS

##### Rockway Golf Club

Located in the heart of Kitchener, this fully mature course offers a challenge to golf enthusiasts of all skill levels. The beautifully landscaped 18-hole, par 70 course, features 3 sets of tees ranging from 4,973 to 5,531 yards with narrow fairways lined with mature trees. Rockway remains one of the finest public golf courses in Ontario offering outstanding services and facilities for tournament groups of all sizes. The facility has a fully licensed lounge, banquet hall, and outdoor patio.

From April to October 2019: 28,802 rounds were played.

### **Doon Valley Golf Club**

Doon Valley's 18-hole course is one of the most popular and affordable courses in southwestern Ontario. The par 72 course has 4 sets of tee blocks ranging from 5,113 to 6,543 yards and offers a challenging layout amid expansive natural wetlands. Several holes on this mature course run alongside the Grand River, enveloping you in stunning natural surroundings. You may even see an occasional eagle as you attempt to score one of your own. Rockway's clubhouse offers outstanding services and facilities for tournament groups of all sizes.

Championship 18 hole course from April to October 2019: 24,512 rounds were played – last collected data source.

In addition to the 18-hole course, players of all skill levels may also enjoy a picturesque, full-length 9-hole course featuring 3 sets of tees ranging from 2,566 to 2,898 yards. The par 35 course has some of the most scenic and fun-to-play holes in Waterloo region. Those who enjoy parkland tranquility and those looking to enhance their game on an easy-to-walk course will not be disappointed.

Classic 9 hold course - from April to October 2019: 22,377 rounds were played – last collected data source.

Doon Valley has a fully licensed lounge, banquet hall, and outdoor patio, and the course has a practice range, driving range, including a pitch & putt 9-hole short course.

## **B. MATERIAL DISCLOSURES**

### **PREFERRED PREMIER BREWERY AGREEMENT**

The Corporation of the City of Kitchener and Molson Coors Brewing Company, Toronto, Ontario entered an agreement dated December 31, 2018 to December 31, 2023 which gave the awarded vendor "Preferred Premier Beer Status" to stock, sell, market, advertise, sample and/or otherwise distribute their Product at three (3) Primary Facilities as set out in P13-079.

### **VENUE SPONSORSHIP OPPORTUNITIES**

Each year, over one million people visit these sport and entertainment facilities. During normal operation, food and beverage operations within these venues generate gross revenues of estimated \$3.4 million annually.

To help achieve the full potential of these facilities, the City of Kitchener is seeking to enter a Preferred Non-premier Brewery Agreement. This agreement will address, amongst other rights and benefits, supplier status, opportunities for corporate recognition, advertising placement and other marketing vehicles. The City has identified several marketing and corporate recognition

opportunities within these venues and is open to exploring new and innovative approaches with interested parties.

Sponsorship and advertising opportunities inherent in the agreement could include:

## **1. KMAC**

### **Advertising Opportunities**

- One (1) advertising opportunity inside the licensed beverage point of sale near Door #1 in The Kitchener Memorial Auditorium Complex.
- Two (2) rink board advertisements – One (1) in the Kinsmen Arena and one (1) in the Kiwanis Arena within The Kitchener Memorial Auditorium Complex.

## **2. The Rockway and Doon Valley Golf Courses**

### **Advertising Opportunities:**

- One (1) advertising opportunity at Rockway Golf Course.
- One (2) advertising opportunity at Doon Valley Golf Course.

Size and technical specifications of each advertising opportunity shall be mutually agreed to by the City and the awarded proponent in advance of installation through negotiation. For greater certainty the City reserves the right to make any final decisions regarding the signage, but all costs related to the signage shall be the sole responsibility of the proponent, including the cost of production, printing, installation, maintenance, removal and repair.

## **EVENT SCHEDULING AT KMAC**

Typical special events during an event season at The Kitchener Memorial Auditorium Complex:

- Kitchener Rangers OHL home games (x34) plus exhibition and playoff games
- KW Titans NBLC home games plus playoff games
- Major ticketed special events where food and beverage service is required (e.g., concerts).

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

**Each proponent shall complete Appendix B Submission Form in the Bidding System.**

### **2. Financial Merit (Appendix C)**

Each proposal must include financial information that complies with the instructions contained in Financial Merit (Appendix C).

### 3. Other Mandatory Submission Requirements

N/A

### D. MANDATORY TECHNICAL REQUIREMENTS

N/A

### E. PRE-CONDITIONS OF AWARD

- Execution of the Sponsorship Agreement
- Liability Insurance Certificate
- Worker's Safety Insurance Board Clearance Certificate (WSIB)

### F. RATED CRITERIA

These criteria apply to submissions by all proponents.

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Qualifications and Experience	15	10
ii. Product Capability	5	0
iii. Eligibility and Brand Reputation	10	5
iv. Marketing and Communication	10	5
v. Financial Merit - Financial component paid to the City (See Schedule "A")	60	20
<b>Total Points</b>	100	40

Based on the evaluation of the written submissions and the level of compliance, a short list may be established, and the prequalified proponents will be invited for negotiations.

#### Proposal Content for Non-Financial Criteria

The following are the brief descriptions of expectations on Proposals contents for each rated criteria in the first stages of the RFP:

##### i. Qualifications and Experience

- Company name (including any parent or subsidiary companies), Company Address, Main contact person(s) and contact details
- Qualifications of the company, company capacity, in-house resources/expertise available.
- Company knowledge of Industry standards and best practices, skills and experience relevant to the partnership.

- Summary of staff, agents, employees, and sub-contractors outlining technical qualifications and experience relevant to the partnership.
- Information on company effort in aligning company values with the local community and surrounding areas
- Demonstrated experience selling, delivering, and servicing products in the local community.

**ii. Product Capability**

- A summary of the proponent's product line offerings (alcoholic and/or non-alcoholic, i.e.)
- Recommended brand(s)/co-branded & style (IPA, Dark Lager, Pale Ale, etc.) for this partnership.
- Average Product Delivery Time after an order is placed and Average Product Delivery Time after an urgent order is placed
- Ability to either provide 355ml can or 473ml tall cans
- Demonstrate expertise and experience for delivering products to locations when agreed to for stock

**iii. Eligibility and Brand Reputation**

- Information to confirm the proponent's , reputation and experience for delivering outstanding product and customer experience in fast paced facilities, golf courses and entertainment facilities that host multiple, concurrent events.
- Evidence of past partnerships that demonstrates meeting the objectives for both entities through collaboration include any industry awards in the advertising, sponsorship, or marketing categories that the brand has earned or received
- Provide a summary of current market share, customer demographics, benefit to the community, and key insights for your target market
- Demonstrated market research and surveys indicating consumer satisfaction within the local market.
- References from partners will be required.

**iv. Marketing and Communication**

- Proposed commitment to support partnership year-round through marketing communications (external communications plan, media buy, social and digital)
- Communication plan for City of Kitchener team with proponent team, including a plan for recurring project meetings.
- Any additional marketing benefits that will enhance the partnership and increase traffic to the Kitchener Memorial Auditorium, Rockway Golf Course, and Doon Golf Course (i.e., branded retail fixtures, email newsletters to subscribers, etc.)

# The Corporation of the City of Kitchener - Form of Tender

## P22-023 - Preferred Non-Premier Brewery Agreement - KMAC & Kitchener Golf

Opening Date: August 16, 2022 4:00 PM

Closing Date: August 31, 2022 1:00 PM

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**PREVIEW**  
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**Schedule of Prices**

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars.

**Financial Merit - Schedule (A)**

The successful proponent proposes the following amounts will be paid to the city at the commencement of each year of the agreement:

Line Item	Year	Timeline	Quantity	Unit	Amount *	Extendend Amount
1	2022	October. 1, 2022 – December 31, 2022	1			*
2	2023	January 01, 2023 – December 31, 2023	1			*
3	2024 (Optional)		1			
Subtotal:						

**Summary Table**

Bid Form	Amount
Financial Merit - Schedule (A)	
Subtotal Contract Amount:	

**Documents**

- Quotation Submission \* (mandatory)
- Additional Documents (optional)
- Additional Document (optional)



## Addenda, Terms and Conditions

### 1. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract-A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

### 2. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 3. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### 4. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

### 5. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

### 6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

### 7. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If "No" is selected, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box "Yes", the proponent must set out below details of the actual or potential Conflict of Interest.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

I/WE have authority to bind the Company and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?

Yes  No

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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