



Town of Prescott Request for Proposal (RFP)

Lighthouse Pop-Up Operator

RFP No. ED.2025.02.01

Closing: March 21, 2025

RFP Coordinator:

Dana Valentyne, Economic Development Officer

Town of Prescott

360 Dibble St. W PO Box 160

Prescott, ON K0E 1T0

dvalentyne@prescott.ca

www.prescott.ca

Lighthouse Pop-Up RFP No. ED.2025.02.01

The Town of Prescott invites proposals from qualified businesses and entrepreneurs for the unique opportunity to operate the Lighthouse Pop-Up in Prescott for the 2025 season. This initiative forms part of the broader Prescott Pop-Ups program, aimed at activating the downtown, waterfront, and marina areas to enhance visitor experience and community vibrancy.

The Lighthouse Pop-Up is an exceptional seasonal opportunity for businesses and entrepreneurs looking to combine retail and tourism activities in a high-visibility location. Situated along Prescott's picturesque waterfront, the Lighthouse serves as both a commercial hub and a satellite visitor information center, drawing locals and tourists alike to experience the charm and vibrancy of the downtown area. The Town of Prescott is committed to fostering a dynamic and inclusive community environment, and the Lighthouse Pop-Up plays a pivotal role in achieving this vision.

The successful vendor will be required to act as an ambassador for Prescott, providing vital visitor information and contributing to the Town's tourism goals. This includes operating a Tourism Information Kiosk, maintaining safe and welcoming public access to the upper levels of the Lighthouse, and actively engaging with the community through creative use of the outdoor space. The vendor will be expected to demonstrate strong marketing capabilities and propose innovative activation plans to attract visitors and enhance the overall experience of the Prescott Pop-Ups.

Operating from Victoria Day weekend to Labour Day, with the option to extend to Thanksgiving weekend, the Lighthouse Pop-Up requires vendors to meet extended hours of operation and participate in special events to maximize visibility and impact. Proposals should emphasize how the vendor's business aligns with Prescott's downtown and tourism objectives, detailing activation and marketing plans that will make the Lighthouse a cornerstone of the 2025 Pop-Ups season. The Town of Prescott looks forward to partnering with a vendor who shares its vision for community engagement and innovation, ensuring the Lighthouse Pop-Up becomes a highlight of the waterfront experience.

Services shall be provided in accordance with applicable standards and regulations.

Proposal Submissions

Proposals should be marked “**Lighthouse Pop-Up RFP No. ED.2025.02.01**” in the subject line and be electronically submitted to:

Dana Valentyne, Economic Development Officer dvalentyne@prescott.ca

and must be received no later than: **March 21, 2025 at 4:00 P.M. (EST)**

Proposals will be opened in accordance with the Municipality’s Procurement By-Law.

Documents relating to this Request for Proposal are available at the below address or at:

www.prescott.ca/bidstenders

Prescott Town Hall, 360 Dibble St. W, Prescott, ON K0E 1T0

Questions regarding this proposal must be directed, in writing, to the Economic Development Officer at dvalentyne@prescott.ca. Include “**Lighthouse Pop-Up RFP No. ED.2025.02.01**” in the email subject line.

The lowest or any proposal will not necessarily be accepted. The Town reserves the right to reject any or all proposals, to waive irregularities and informalities therein, and to award the Lease in the best interest of the Town in its sole and unfettered discretion. The accepted proposal must be approved by Council.

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1 General Information and Instructions

1.1 Definitions & Interpretation

In this Request for Proposal, unless expressly provided otherwise, the following definitions shall apply:

“Addendum” and **“Addenda”** means a written addendum or addenda issued with respect to this RFP;

“Closing or Closing Date” means the deadline by which to submit Proposals for this RFP as set out in the RFP, as may be amended by Addendum or other written notice of the Town;

“Evaluation Team” means a team consisting of members of Town staff and, where considered appropriate by the Town in the exercise of absolute discretion, Independent Proponents, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;

“Law” means all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives, policies and controls of the municipal, provincial, and federal governments and any other lawful authority and all court orders, judgments, and declarations of a court of competent jurisdiction;

“Lease” means the Lease arising upon the acceptance of a Proposal and award of the Lease by the Town in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Successful Proponent;

“Municipality” means the Town of Prescott and includes its designated employees, officials, and agents;

“Proponent” means any person submitting a Proposal in response to this RFP;

“Proposal” means a Proposal made by a Proponent in response to this RFP;

“Services” means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise, and includes all professional, technical, and artistic services, and the transporting, acquiring, supplying, storing, and otherwise dealing in Goods;

“Successful Proponent” means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the Town;

“Terms of Reference” is the Request for Proposal (RFP) and any addendum or addenda issued with respect to this RFP;

“Town” means the Town of Prescott and includes its designated employees, officials, and agents;

“Work” means everything to be done, supplied, or provided by the Successful Proponent under the Contract as applicable.

1.2 Availability of Document

Documents relating to this Request for Proposal are available at the Prescott Municipal Office, 360 Dibble Street, Prescott, ON, K0E1T0 or at:

1.3 Inquiries and Addenda

Questions regarding this proposal must be directed, in writing, to the Economic Development Officer at dvalentyne@prescott.ca. Please include “**Lighthouse Pop-Up RFP No. ED.2025.02.01**” in the subject line of the email.

During the Request for Proposals period, Proponents may be advised by Addenda of required additions to, deletions from, or alterations in the Terms of Reference Documents, including any change to the proposed Closing date and/or time (as applicable). All such changes shall become an integral part of the Terms of Reference Documents and shall be allowed for in arriving at the Total Contract Price.

It is the sole responsibility of all Proponents to check the municipal website and ensure that it has received any and all Addenda issued by the Town. **All Addenda received during the request for proposals period shall be acknowledged in the Form of Proposal.**

1.4 The Town of Prescott’s Rights in Respect of the RFP

All proposals provided, and all entries, shall be typewritten. Proposals which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind, or in which any of the prices are obviously unbalanced, may be rejected as informal.

The lowest or any proposal will not necessarily be accepted. The Town reserves the right to reject any or all proposals, to waive irregularities and informalities therein, and to award the Contract in the best interest of the Town in its sole and unfettered discretion. The accepted proposal must be approved by Council.

The Town reserves the right to;

- (i) Contact a Proponent for clarification of any portion of the Proponent’s proposal;
- (ii) Disqualify proposals not submitted in strict accordance with the terms and conditions of the Terms of Reference;
- (iii) Cancel the RFP, at any time, without liability whatsoever to any Proponent;
- (iv) Reject any or all of the Proposals;
- (v) Accept any or all of the Proposals;
- (vi) If only one Proposal is received, elect to accept, or reject it;
- (vii) Not accept the lowest fixed fee amount;
- (viii) Alter the schedule; RFP process, procedures or objective of the project or any other aspect of the RFP, as it may determine, in its sole and absolute discretion; or,
- (ix) Negotiate with one or more Proponents to reach a final agreement for the services.

This RFP does not constitute an offer of any nature or kind whatsoever by the Town to the

Proponent. The Town does not bind itself to accept any Proposals and may proceed as it determines, in its sole discretion, following receipt of the Proposals. The Town reserves the right to accept any proposal in whole or in part or to discuss with any Proponent, different or additional terms to those envisaged in this RFP or in such Proponents proposal.

This RFP and/or the Proposal in response to the RFP will not constitute a binding Contract but will only form the basis for the finalization of the terms upon which the Town and the chosen Proponent will enter into a Contract (the "Contract") and does not mean that the Proposal is necessarily totally acceptable in the form submitted.

1.5 Limitations

The Town shall not be bound by any oral representation or communication whatsoever, including but not limited to any instruction, amendment or clarification of these Instructions to Proponents or any of the Lease Documents, or any information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent, Independent Proponent or representative of the Town) concerning a Proponent's submissions, the RFP, the Lease Documents, the proposed Lease or any other matter concerning the RFP or Work.

In addition, the Town shall not be bound by any written representation whatsoever concerning a Proponent's submissions, the RFP, the Lease Documents, or any other matter concerning the RFP or Work, unless executed by the person designated and authorized in accordance with the Lease Documents or in accordance with a direction or authorization of Municipal Council.

1.6 Negotiations

The Town reserves the right to enter into negotiations with the selected Proponent. If the Town and the selected Proponent cannot negotiate a successful Contract, the Town may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a Contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Town arising from negotiations.

1.7 Errors and Omission

It is understood and acknowledged that while the RFP includes specific requirements, a complete review is required. Minor items not herein specified but obviously required shall be provided as if specified. The Proponents shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this RFP shall not relieve the bidder of the responsibility of providing the services.

The Proponent shall examine the Terms of Reference Documents as soon as possible. Any errors, omissions or conflicts discovered shall be reported to the Economic Development Officer (EDO) immediately.

Verbal instruction and/or communications will not be accepted. Refer to Section *1.3 Inquiries and Addenda*.

1.8 Conflict Resolution

In the event of conflict between any of the provisions of the Contract Documents, the provision most favourable to the Town, in the Town's determination, shall prevail and apply.

1.9 Proposal Withdrawal and Award

Proponents may notify the EDO via email (dvalentyne@prescott.ca) if they wish to amend or withdraw their proposal prior to Closing. Request to amend or withdraw a proposal will be officially acknowledged via email by the EDO. The last proposal received shall invalidate all previous proposals received from the same Proponent.

No Lease will be awarded until after the proposal has been approved by Council. Council reserves the right to:

- (i) reject any recommendation;
- (ii) reject any or all Proposals;
- (iii) accept any Proposal deemed to be in the best interest of the Town;
- (iv) disqualify Proposals not submitted in strict accordance with the Terms of Reference documents.

Proponents are informed that it is a condition of the Terms of Reference Documents that each Proposal shall remain in force from the Closing Date of the Request for Proposal until sixty (60) calendar days thereafter unless the Proponent has been formally rejected.

Once the Contract has been awarded, only the Total Contract Price of the Proposals will be disclosed.

A Proposal shall be irrevocable for a period of sixty (60) calendar days following the Closing date of the RFP.

1.10 Proponent's Cost

All costs and expenses incurred by a Proponent related to the preparation or presentation of its proposals shall be borne by the Proponent. The Town is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent under any circumstances.

1.11 Delays

The Town shall not be responsible for any delays or costs to the Proponents associated with any reviews or the approval process.

1.12 Payment

Payment shall be in accordance with the Lease, as agreed to by both parties. Rent payment will be due on the 1st of the month, in season, for the duration of occupancy.

1.13 Ownership of Documents, Use of Designs, etc.

Digital Assets, drawings, plans, specifications, and other documents:

- (i) Provided by the Town to a Proponent shall remain the property of the Town and shall be returned by the Proponent to the Town upon demand by the Town; and/or,
- (ii) Prepared by the Proponent as part of its Proposal (including the full proposal submission) shall become the property of the Town and may be disposed of the Town as it considers fit.

1.14 Municipal Freedom of Information Protection and Privacy Act

The Town is governed by the Municipal Freedom of Information and Protection of Privacy Act; therefore, Proponents must accept that proposal contents can be made public as a condition of the Request for Proposal process. As a result, Proponents are advised to identify, in their Proposal, any scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury.

Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. The Town will use its best efforts not to disclose any information so marked but shall not be liable in any manner to a Proponent or any other person where information is disclosed by virtue of the Privacy Commissioner, a court of competent jurisdiction or otherwise as required by Law. The Town further makes no representations or warranties that the identification of a document as confidential will prevent its release under the provisions of MFIPPA or otherwise under Law. Complete proposals are not to be identified as Confidential.

NOTE: Materials supplied in response to the RFP become a record of the Town and are subject to the Municipal Freedom of Information and Protection of Privacy Act. The Town takes the position that such materials are not supplied in confidence and form part of the records made generally available upon request to the public. If you have any questions with regard to this policy, please contact the CAO/Clerk.

1.15 Conflict of Interest Statement

In their Proposals, the Proponents shall disclose to the Town any potential Conflict of Interest that might compromise the performance of the work. If such a Conflict of Interest does exist, the Town may, at its discretion, refuse to consider the Proposal.

Prior to the award of the Contract, no Proponent shall contact any elected official of the Town or member of the Municipal staff or independent Proponent retained by the Town with respect to its Proposal, the RFP, or the proposed Contract.

Except with the prior express written consent of the Town, no Proponent shall act on behalf of the Town with respect to any matter, issue or in connection with any property in which the Proponent or any director, officer, employee, or Sub-contractor of the Proponent has a direct or indirect pecuniary interest, including any contingent interest.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a Conflict of Interest may arise. The Proponent for this project may participate in subsequent/other Town projects provided the Proponent has satisfied pre-qualification requirements of the Town, if any, and in the opinion of the Town, no Conflict of Interest would adversely affect the performance and successful completion of a Contract by the Proponent.

1.16 Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Town discovers there has been a breach of this requirement at any time, the Town reserves the right to disqualify the Proposal or terminate any ensuing Contract.

1.17 Insurance and Indemnification

The Successful Proponent shall not commence work until such time that evidence of insurance has been filed with, and approved by, the EDO. The Successful Proponent shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Contract.

The Successful Proponent shall indemnify the Town, its Councillors, and its employees from damages and liabilities which may arise, directly as a result of the negligent, or wrongful acts, or omissions, of the Successful Proponent (if any), its employees and/or agents in the performance of any of its obligations under the Contract, whether or not such claims are initiated by third parties or arise between the parties.

1.18 Workplace Safety & Insurance Board

Workplace Safety and Insurance Board (WSIB) Registration and coverage shall be in accordance with the applicable regulatory requirements for the Successful Proponent and any worker that may be dispatched to undertake work on Town property, appropriate to the type and quantity of work proposed to be provided.

The Successful Proponent shall furnish a valid WSIB Clearance Certificate from the Workplace Safety and Insurance Board prior to commencement of Contract. The successful Proponent further agrees to maintain a good standing with the WSIB throughout the term of the Contract. The Successful Proponent may be required to produce a valid Certificate of Clearance from time to time during the Contract.

1.19 Compliance with the Town of Prescott By-Laws

The successful proponent must remain in compliance with all municipal by-laws as they pertain to the Town of Prescott in respect of the operation of My/Our business and in respect of the Work described in the Request for Proposals. Non-compliance with Municipal By-Laws may result in the termination of lease agreements.

1.20 Failure to Provide

If the Successful Proponent, for any reason, defaults or fails to provide valid proof of insurance and/or WSIB, the Town reserves the right to accept any other Proposal, cancel this RFP and issue a new RFP, or carry out the work in any way as the Town may, at its sole discretion, deem best.

1.21 Safety

The Successful Proponent shall comply with Provincial and local statutes; in particular, the Occupational Health & Safety Act and Regulations. The Successful Proponent shall use a regular system of safety inspections to detect and correct hazardous conditions, safety violations, and unsafe work practices, if applicable.

1.22 Lease Agreement

The Successful Proponent shall, no later than 10 Business Days after the Town has sent the Notice of Award to the Successful Proponent, or such later date as may be specified in the written notice given by the Town:

- (i) enter into and execute the formal Lease Agreement;
- (ii) submit to the Town, a certificate of liability insurance which,
 - a. references the location of the Lighthouse Pop-Up (181 Water Street West);
 - b. lists “The Corporation of the Town of Prescott” as an Additional Insured.;
 - c. confirms that the requirements set out in the Lease have been met;
 - d. sets out any pertinent exclusions contained in the policy or policies; and,
 - e. is otherwise acceptable to Town;
- (iii) agree to the Accessibility for Ontarians with Disabilities Act (AODA) statement specified herein.
 - a. I/We confirm that I/We and all Sub-contractors used on the Work for the Town of Prescott will comply with all applicable accessibility laws, regulations and by-laws of Canada, the Province of Ontario and the Town of Prescott, including but not limited to the Ontarians with Disabilities Act, 2001 (ODA), the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), Ontario Regulation 429/07 (Accessibility Standards for Customer Service) and Ontario Regulation 191/1 (Integrated Accessibility Standards), throughout the term of the Contract.;
- (iv) submit to the Town, a Workplace Safety and Insurance Board clearance certificate (if required);
- (v) submit any other documents required by the Contract.

If the Successful Proponent fails, or refuses, to enter into the Lease Agreement and to provide all security, insurance and other ancillary documents required under the RFP and the Contract Documents, then the Town reserves the absolute right as it sees fit, in addition to all other rights and remedies that the Town has under the Request for Proposals, to take one or more of the following actions:

- (i) terminate discussions with the Successful Proponent;
- (ii) select another Proponent as the Successful Proponent and enter into Contract discussions to finalize and execute the Lease Agreement;
- (iii) revise and reissue the RFP or cancel the RFP; and

- (iv) pursue any other rights or remedies available under the RFP, or otherwise at law or in equity.

1.23 Accommodations for Proponents with Disabilities

In accordance with the Ontario Human Rights Code, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Town of Prescott will accommodate for a disability, ensuring full and equitable participation throughout the bid process.

If a Proponent requires this Request for Proposals in a different format to accommodate a disability, the Proponent must contact the Town as soon as possible and, no later than 10 working days prior to the Closing Date. The Request for Proposals and any Addenda will only be issued in the alternative format to the requesting Proponent.

2 Project Description

The Town of Prescott is seeking proposals for the lease of a space at the **Lighthouse Pop-Up** for a two-year seasonal operation term, running from **May to October 2025 - 2026**. This initiative aims to create a vibrant waterfront experience that attracts visitors, supports local entrepreneurs, and enhances the RiverWalk District's appeal. The Lighthouse Pop-Up is located near Sandra S. Lawn Harbour & Marina and offers vendors a unique opportunity to operate a seasonal business in one of Prescott's most scenic locations.

The Town invites proposals from vendors interested in leasing the Lighthouse Pop-Up space to offer a variety of products and services, including food, beverages, artisan goods, fitness/wellness services, and unique visitor experiences. Vendors should align their business concepts with Prescott's vision for tourism and economic development, while enhancing the local experience for visitors to the Lighthouse and the RiverWalk District.

Key expectations and vendor requirements for the Lighthouse Pop-Up lease include:

- **Business Concept and Alignment:** Vendors must propose a business that complements the Lighthouse as a key visitor destination, offering engaging, diverse, and affordable services or products. Preference will be given to vendors that demonstrate the need for power and/or water services to support their operations and that offer services relevant to visitors, such as experiences or amenities that enhance the scenic and historical nature of the Lighthouse.
- **Visitor Access & Brand Ambassador Role:** The selected vendor will be expected to provide access to the Lighthouse for self-guided tours, allowing visitors to access the second and third stories for scenic views of the St. Lawrence River. Vendors are not required to provide guided tours but must agree to act as brand ambassadors by displaying Prescott tourism materials and promoting local amenities to visitors. Vendors will be provided with the necessary resources to serve as brand ambassadors and guide patrons through the Lighthouse space, fostering a welcoming environment that encourages exploration and engagement.
- **Activation and Marketing Plan:** Vendors should present creative, practical marketing strategies that attract visitors to the Lighthouse Pop-Up and create an engaging experience that complements the site's historical and scenic value. Vendors will be encouraged to participate in Prescott's broader tourism campaigns, including the use of hashtags like

#ExplorePrescottON and #InvestPrescottON, and work with the Town to ensure the Pop-Up's success as a year-round visitor destination.

- **Operational Capacity:** Vendors must demonstrate the ability to manage a seasonal business, including staffing, logistics, and delivering a high-quality visitor experience. The proposal should outline how the business will activate the space, ensuring the Lighthouse remains an exciting destination for tourists throughout the 2025 and 2026 seasons.
- **Lease Terms and Financial Proposal:** The lease will cover a two-year seasonal operating period from **Victoria Day Weekend to Thanksgiving Weekend in 2025 & 2026**. Proposals should include a clear financial plan, detailing the vendor's business model, and how they will manage operating costs while offering competitive pricing. The plan should demonstrate the business's financial sustainability and its ability to contribute to the overall success of the Lighthouse Pop-Up.

The Lighthouse Pop-Up represents a key initiative in Prescott's downtown revitalization and tourism strategy. The selected vendor will have the unique opportunity to operate within a highly visited, scenic location that will attract a broad customer base and help make the Lighthouse a cornerstone of the region's tourism offerings. This initiative supports Prescott's goals of increasing local vibrancy, creating economic opportunities, and promoting the town as a prime destination along the St. Lawrence River.

2.1 Project Background

The Town of Prescott is home to over 4,000 residents with an additional 15,000 local stakeholders regularly visiting the Town. Our local economy is well balanced, featuring a mix of industrial, commercial, tourism and institutional sectors. Prescott offers an affordable location, a robust stock of heritage and modern properties, new locations for development, a diverse, stable and affordable workforce, and array of business/funding programs and organizations to assist new and expanding businesses. It's prime location in Southeastern Ontario along the picturesque St. Lawrence River, in the centre of the GTA-Montreal-Ottawa triangle, with access to multi-modal distribution networks, presents a remarkable opportunity for continued growth and transformation.

Prescott's Port of Call welcomes private yachts and cruise ships like the St. Lawrence Cruise Lines' Canadian Empress, while new and experienced scuba divers fill the waterfront to explore our dive park. The Town features a stunning waterfront, from Centennial Park with its splash pad and Kelly's Bay beach at the west end to RiverWalk Park, the Sandra S. Lawn Harbour and the Heritage Trail in the east, it offers nearly uninterrupted public access.

The Town is home to an abundance of attractions and amenities such as Fort Wellington National Historical Site, featuring an interpretive centre and a 19th century military barracks. Prescott boasts a busy year-round calendar of events and festivals like the flagship St. Lawrence Shakespeare Festival production at the Kinsmen Amphitheatre, overlooking the majestic St. Lawrence River. Prescott's rich natural features, green spaces, amenities and infrastructure, presents unlimited opportunities for outdoor sports, leisure, and recreation. The state-of-the-art Alaine Chartrand Community Centre features an NHL arena, walking track, and event facilities, and will soon be complemented by the Seymour Recreation Complex; an outdoor recreation complex that will include soccer fields, tennis/pickle ball courts, skateboard park and dog park to name a few.

The Town's historic downtown and modern uptown business districts are comprised of unique shops, services, experiences, and dining options. The Economic Development & Tourism Department also manages two key business development programs including the Farmers' & Crafters' Market and the Prescott Pop-Ups which features seasonal artisans, seasonal retail shops, food trucks, and lighthouse tours offering scenic views of Prescott and the river. With free two-hour transient docking at the Sandra S. Lawn Harbour & Marina, our 250 ft. deep water port of call, free on-street parking for vehicles, cycling amenities that make us an Ontario by Bike Bike-Friendly Business Area, and accommodation options from historic B&Bs to modern hotels, Prescott is the perfect place to spend an afternoon, a weekend, or a lifetime.

The town is committed to creating opportunities for economic growth, tourism, and community engagement through innovative initiatives like the Prescott Pop-Ups program. The Prescott Pop-Ups were introduced as a placemaking initiative to revitalize the downtown area, attract foot traffic, and provide a platform for local entrepreneurs. These seasonal retail spaces, strategically located near the waterfront, have become a cornerstone of the town's tourism strategy. The program has successfully hosted vendors offering diverse products and services, from artisanal crafts to gourmet foods, creating a unique shopping and entertainment experience for visitors.

The Lighthouse Pop-Up, a standout feature of this program, is situated in a historic and visually striking structure that serves as a landmark for the town. Overlooking the marina and waterfront trails, the Lighthouse offers breathtaking views and an iconic location that naturally draws visitors. It also serves a dual purpose: as a commercial hub for the selected vendor and as a satellite visitor information center. This dual role enhances the site's importance, making it a focal point for community engagement and tourism.

The Lighthouse Pop-Up vendor is expected to build on the program's success by activating this prime location with innovative offerings and visitor-centric activities. By blending retail and tourism functions, the Lighthouse Pop-Up aims to provide an unparalleled experience that highlights the best of Prescott. The Town seeks a partner who can leverage this unique space to its fullest potential, contributing to the vibrancy of the downtown and waterfront areas while serving as an ambassador for the community.

2.2 Vendor Opportunity Location

Rotary Lighthouse, 181 Water Street East, Town of Prescott, Ontario, Canada, KOE 1T0

Approx. size of usable indoor retail space*:

- Ground Floor = 250 sq. ft
- 1st Storey = 200 sq. ft.
- Total Area = 450 sq. ft.

2.3 Provided Equipment and Infrastructure

The Lighthouse Pop-Up site comes equipped with essential infrastructure and equipment to support vendor operations. The following items are included as part of the lease:

- **Outdoor Seating:** Four bistro tables with 8 chairs for an inviting patio setup adjacent to the Lighthouse.
- **Refrigeration:** A glass door beverage cooler to store chilled drinks and perishable items, along with a chest freezer.
- **Counter Space:** A serving and storage counter for efficient customer service and preparation.
- **Soft Serve Ice Cream Machine:** A Stoelting soft ice cream unit to expand menu offerings.
- **Electrical Service:** 15-amp electrical service to support operational needs.
- **Water Service:** A double sink with hot and cold water access to ensure compliance with health and safety standards.
- **HVAC:** Ground floor air conditioning, with fans for air flow.

Vendors may add equipment and fixtures with the permission of the Town of Prescott. All equipment and fixtures must be temporary in nature and removed at the end of the tenancy period.

3 Scope of Operations

3.1 General

In addition to operating their proposed business from the Lighthouse Pop-Up space, the scope of operations for the Lighthouse Pop-Up Vendor encompasses operational, marketing, and engagement responsibilities designed to maximize the site's impact as a dual-purpose commercial and tourism hub. The selected vendor will be expected to fulfill the following key objectives.

3.1.1 Operational Requirements

The selected Vendor must maintain consistent minimum operating hours as specified by the Town. The Vendor is welcome to open beyond these hours:

- Spring: Friday to Sunday, 11:00 AM to 5:00 PM.
- Summer: Wednesday to Sunday, 11:00 AM to 7:00 PM.
- Fall: Friday to Sunday, 11:00 AM to 5:00 PM.
- Statutory Holidays: 11:00 AM to 7:00 PM

Additionally, the Vendor must ensure the Lighthouse is open and welcoming during special events, with flexibility for extended hours as needed and facilitate safe and free public access to the upper levels of the Lighthouse, adhering to capacity limits and ensuring visitor safety.

3.1.2 Space Activation and Maintenance

- (i) Utilize the outdoor area, including Town-provided bistro sets, to create a vibrant and inviting environment for visitors.
- (ii) Keep the outdoor and indoor spaces clean, organized, and aesthetically appealing throughout the season.
- (iii) Implement creative activation plans for the space, such as hosting workshops, live performances, or family-friendly activities.

3.1.3 Visitor Engagement

- (i) Act as a Tourism Ambassador by distributing visitor information provided by the Town and

promoting local attractions, businesses, and events.

- (ii) Provide exceptional customer service to enhance the visitor experience and foster positive impressions of Prescott.

3.1.4 Marketing and Promotion

- (i) Develop and execute a comprehensive marketing strategy to drive traffic to the Lighthouse Pop-Up, leveraging social media, digital platforms, and community networks.
- (ii) Collaborate with the Town on promotional efforts and participate in collective marketing initiatives for the Prescott Pop-Ups program.

3.1.5 Compliance and Reporting

- (i) Adhere to all guidelines and requirements outlined in the Prescott Pop-Ups Vendor Guide.
- (ii) Submit periodic updates or reports to the Town, as requested, detailing operational performance and visitor engagement metrics.

3.1.6 Restrictions

- (i) Advertising and signage must be limited to the designated Lighthouse Pop-Up space and are subject to approval by the Town of Prescott.
- (ii) Permanent structures or installations that alter the Lighthouse or its surrounding area are not permitted. Any temporary fixtures must be removable and must not interfere with pedestrian access or the designated outdoor seating area.
- (iii) The vendor and their staff must wear appropriate attire suitable for a family-friendly environment.
- (iv) The sale of cigarettes, cannabis products, or any related paraphernalia is strictly prohibited on-site.
- (v) The agreement resulting from this RFP is non-transferable. If the selected vendor sells or transfers ownership of the business, the lease will be terminated with 30 days' notice.

3.1.7 Lease and Rental Rate

- (vi) The selected vendor will enter into a lease agreement with the Town of Prescott for the 2025 and 2026 seasons, to be negotiated following the acceptance of the successful proposal.
- (vii) **The monthly rental fee is \$550, inclusive of electricity and water.**
- (viii) The vendor is responsible for any additional costs associated with their business operations, including but not limited to insurance, marketing expenses, and any required permits.
- (ix) Vendors are encouraged to propose additional activation elements that enhance the site's appeal, such as evening events, entertainment, or extended operating hours.

3.1.8 Food Products and Supplies

- (i) The vendor is responsible for purchasing, stocking, and managing all food, beverage, and retail inventory necessary for their operation.
- (ii) Products offered should align with the goals of the Prescott Pop-Ups, emphasizing quality, uniqueness, and an enhanced visitor experience.

- (iii) Vendors must ensure that all food and beverage offerings comply with public health and safety regulations.
- (iv) The menu should be competitively priced and cater to a diverse audience, with consideration for dietary restrictions and local sourcing where possible.
- (v) Vendors are required to submit menu pricing to the Town for approval prior to sales to maintain consistency with the Pop-Ups' overall visitor experience.
- (vi) Alcohol sales are **not permitted** at the Lighthouse Pop-Up.
- (vii) The vendor is responsible for all costs associated with product procurement, inventory control, and maintaining supply levels throughout the operating season.

4 Proposal Submission and Content Requirements

4.1 Project Schedule of Events

It is intended that the Proponent retained will enter into a Contract with the Town of Prescott for the provision of Design services. The Proponent will work with the Town in establishing priorities.

The following dates could be subject to change at the Town’s sole and absolute discretion.

Event	Date and Local Time
Issue Date of RFP	February 24, 2025
Deadline to Submit Questions	March 7, 2025
Last Day for Issuance of Addenda	March 10, 2025
RFP Closing Date	March 21, 2025 at 4:00 P.M. EST
Anticipated Lease Award	April 4, 2025
Lease Approval & Initial Meeting with Selected Vendor	April 11, 2025
Vendor Access to Lighthouse	May 1, 2025

4.2 Closing Date & Time

Proposals must be received no later than:

March 21, 2025 at 4:00 P.M. EST

The time of receipt of emailed proposals will be confirmed by the Town’s email. Any submissions received after this time shall be deemed ineligible and remain unopened.

Proponents are advised that the timing of their proposal submission is based on when the Proposal is **RECEIVED**, not when a Proposal is submitted by a Proponent, as proposal transmission can be delayed in an “internet traffic jam” due to file transfer size, transmission speed, etc.

Proponents shall allow sufficient time for delivery of their Proposal submission, including any attachments. Late Proposal submissions shall not be accepted.

4.3 Submission Requirements

Time is of the essence with respect to the submission of a Proposal. It is the **sole** responsibility of each Proponent to ensure that its Proposal is received on or before the closing date and time stated in the Request for Proposals document.

4.4 Digital Submission – Mandatory

Proposals shall be submitted by email to dvalentyne@prescott.ca. All terms and conditions outlined in the Terms of Reference apply. The Town assumes no responsibility whatsoever for proper receipt of such email transmittals.

Email transmittals should include “**Lighthouse Pop-Up RFP No. ED.2025.02.01**” in the subject line of the email.

4.5 Content Requirements

The Proponent shall submit their proposals to the Town of Prescott. Copies of all materials must be provided to the Town. The proposals shall be evaluated on merit in accordance with the evaluation criteria.

Every Proposal **shall**:

- (i) be submitted in accordance with the **Required Information** listed in this RFP;
- (ii) be legible;
- (iii) be completed in English;
- (iv) be presented in a professional format, including page numbering and a table of contents; and
- (v) ensure that all words and phrases forming part of the Proposal are written out in full, avoiding abbreviations;

4.5.1 Respondent Contact

Every proposal shall identify one senior individual, by name, address, and telephone number who will act as the Proponent’s primary contact with the Town with regard to this RFP and any subsequent Contract and has the authority to bind the Proponent.

4.5.2 Required Information

The proposal submission should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The submission should not simply rephrase or restate the requirement, but rather should provide convincing rationale to address how the respondent intends to meet the stated requirements. Respondents shall assume that the evaluation team has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the submission.

Proponents must submit a comprehensive proposal that includes the following information:

Business Information

- Legal name, address, and contact information of the proponent.

- Qualifications of the business owner(s) and key personnel.

Business Experience and Financial Viability

- A brief outline of the proponent’s background, including relevant experience in similar ventures.
- Business details such as annual revenue, growth strategy, and financial stability to support the lease commitment.

Vision for the Lighthouse Pop-Up

- A detailed proposal outlining how the proponent plans to activate and operate the space.
- How the business will integrate with the surrounding area and enhance the waterfront experience.
- Branding, marketing, and promotional strategies, including social media engagement.
- Plans for capital investment in equipment or furnishings to optimize the space.

Product and Service Offerings

- A detailed menu of products and services to be offered, with pricing.
- Explanation of how the proposed menu aligns with local consumer demand and the overall visitor experience.
- Any market research conducted to justify pricing and product mix.

Operations Plan

- Strategies for managing customer service and ensuring a positive visitor experience.

Proposals will be evaluated based on the quality of the business concept, operational and marketing strategies, financial stability, and ability to enhance the Lighthouse Pop-Up experience, and will be scored based on the items listed in **Rated Requirements**.

4.5.3 Rated Requirements

The following scoring matrix will be utilized by the evaluation team. The evaluation team will consist of staff from the Municipality’s Senior Management Team.

Following an initial evaluation, the Town may invite the top-ranked Proponents to present their concept to the Evaluation Team in a formal interview session.

<p>Business Concept and Alignment</p> <ul style="list-style-type: none"> • Relevance to Prescott’s Goals: How the business aligns with downtown revitalization, tourism, and placemaking. • Economic Impact: Contribution to job creation and local spending. • Pop-Up Fit: How well the business complements the Pop-Up framework and enhances the waterfront experience. 	<p>30%</p>
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<p>Activation and Marketing Plan</p> <ul style="list-style-type: none"> • Creativity: Innovative experiences that attract and retain visitors. • Social Media Strategy: Plans to engage on social media and augment the Prescott Pop-Ups brand. • On-Site Engagement: How the business activates its space (e.g., demos, interactive activities). • Collaboration: Willingness to collaborate with other vendors and local organizations. 	30%
<p>Experience and Qualifications</p> <ul style="list-style-type: none"> • Track Record: Proven success with seasonal or high-traffic businesses, or demonstration of the potential to do so. • Operational Expertise: Ability to manage logistics and customer service. • Community Involvement: Engagement in the local or similar communities. • Adaptability: Flexibility in managing operations and responding to challenges. 	20%
<p>Product Offering</p> <ul style="list-style-type: none"> • Menu/Product Diversity: Variety and uniqueness of offerings (e.g., food, products, experiences). • Affordability: Pricing that aligns with local price points and customer expectations. • Local Relevance: How the offerings reflect local tastes, culture, and the regional economy. • Quality and Value: Balance of quality and pricing to meet customer demand while staying financially viable. 	20%