MISSISSAUGA

Realty Services

# Conditional License Offering (CLO)

## Mississauga Sports and Entertainment Centre Sportsplex



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# Instructions

## 1. Purpose

The City of Mississauga is presenting the Conditional License Offering (CLO) and is seeking Expression of Interest (EOI) to license an office space located within the Mississauga Sports and Entertainment Centre. The City is seeking tenants whose operations are connected to Mississauga Sports and Entertainment Centre Sportsplex programming and/or are complementary to the activities offered within the Mississauga Sports and Entertainment Centre Sportsplex.

## 2. Background

The Mississauga Sports and Entertainment Centre is a multi-building sports campus comprised of several key facilities, including:

- a Main Bowl with spectator seating for approximately 5,500 people;
- Community Rinks, consisting of three ice pads and associated multi-purpose spaces;
- Dome and Outdoor Fields, which include two artificial turf fields, one of which is seasonally domed; and
- the Sportsplex, featuring a full-size indoor FIFA-regulation turf field, a triple gymnasium, a gymnastics centre, lounge, retail and concession areas, and multiple tenant spaces.

As the City of Mississauga's premier sports and recreation complex, the Mississauga Sports and Entertainment Centre hosts a wide range of community, amateur, and professional sporting activities. The facility is conveniently located just off Highway 403, offering excellent regional accessibility.

## 3. Property Information

**Facility Name:**
Mississauga Sports and Entertainment Centre Sportsplex

**Address:**
5600 Rose Cherry Place. Mississauga, ON L4Z 4B6

**License Space Location:**
The proposed space is room S301 located on the 2nd floor of the Sportsplex building.

**Zoning:**
OS2-6 (In Force)

Permitted uses in each zone:

Passive Recreational Use

Active Recreational Use

Stormwater Management Facility

It is the applicant's responsibility to validate that their business operations fall within the City's zoning requirements. For detailed information on zoning information and permitted use please visit the City's website below:

https://www.mississauga.ca/services-and-programs/building-and-renovating/find-property-information/

**Licensed Area Size:**
307 square feet.

**Hours of Operation:**
7 days per week 6 am-12 am. Closed for Statutory Holidays and the National Day for Truth and Reconciliation. Deliveries and access to the site are during operating hours only.

**Accessibility:**
The space is accessible throughout the Mississauga Sports and Entertainment Centre Sportsplex. The office available for tenant use is located on the second level and can be conveniently accessed by a nearby elevator or stairway.

**Shared Amenities or Common Elements:**
The tenant will have access to the common lobby and public washrooms but not the program space.

**Parking:**
Approximately 1,900 parking spaces available for facility users on a first-come basis.

**Other:**

The property is being offered in its current 'as is' condition.

## 4. Rent

The successful Applicant will pay fair market rent in the amount of $7,675 per annum plus HST.

## 5. Facility Operating Cost

The successful applicant will be responsible for payment of all taxes, insurance, cable, internet and telephone, as well as their proportionate share of utilities, maintenance & operating costs.

## 6. CLO Timeline

| | |
|---|---|
| CLO Issue Date | Monday, November 2, 2026 |
| Facility Tour Date and Time | Appointment to be requested during the bidding period. |
| Requested Submission Date | Friday, December 18, 2026 by 12:00 pm |

The timeline above represents an estimated schedule only. The City reserves all rights to change the schedule as it deems fit at any time.

## 7. CLO & EOI Process

The CLO & EOI Form will be launched on the City's website and direct marketed to known contacts and interested parties.

Interested parties are invited to ask questions via email to julia.giovinazzo@mississauga.ca until one week prior to closing of the CLO.

The City reserves the right to receive EOI submissions after the deadline if criteria remain insufficiently satisfied.

Submissions will be reviewed by an evaluation committee (the "**Committee**"). Respondents may be contacted to discuss their response to this CLO and/or provide additional information and/or to participate in an interview process. All EOI submissions will be treated in complete confidence by the City subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

The evaluation committee reserves the right to immediately engage in negotiations with the highest rated proponent or alternatively seek further detail and/or clarification on expression of interest from the highest rated proponent(s).

Once the highest rated proponent is selected, the City will enter into negotiations with selected parties, at its sole discretion.

The City reserves the option to proceed to the next highest rated proponent(s), should negotiations prove unsuccessful.

## 8. Submission Requirements

The Applicants will submit the required information by filling out the Expression of Interest (EOI) Form and submit the form and supporting documents outlined below via email to julia.giovinazzo@mississauga.ca.

1. Organizational Profile

    a. Organization name, address, contact information;

    b. Website, if applicable;

    c. Organization's vision, mission and values;

    d. Type of programs/services provided;

    e. Type of organization (private for profit, not-for-profit, charity or, social enterprise);

    f. Is this a business located in Mississauga, and does it primarily serve Mississauga residents?

    g. Number of staff, volunteers and/or board of directors

    h. Years in operation (date of incorporation)

    i. Current location(s) of operation (if applicable)

    j. Are you prepared to pay fair market license fee?

2. Company Background & Relevant Qualifications

    a. Articles of Incorporation

    b. Business Plan

    c. Marketing Plan

    d. Organizational Chart

    e. Provide an explanation as to how your services will enhance/compliment programming

within the facility.

3. Proof of Financial Stability

   a. Projected Operational Budget (please include annual revenue and expenses).

   b. Additional sources of income received by the organization such as income from other owned businesses, grants, fundraising, and/or donations.

   c. Submit two years worth of audited financial statements. If the business is new and there are no audited financial statements available, please indicate that this is a new business with no financial statements available.

4. References

Include two Letters of Support from past and/or present Landlords. If this is a new business with no previous landlords, applicants may instead provide letters from alternative professional references, such as business partners, clients, funders, professional service providers or other relevant organizations that can speak to the applicant's reliability and use of space.

The City reserves the right to contact these references without prior notification to the Applicant. The City also reserves the right to contact any previous or current user of the Applicant's products or services.

## 9. Evaluation Criteria and Weighting

The evaluation committee will ensure compliance with criteria and evaluate numerically each EOI. The evaluation will be restricted to the criteria contained in this section.

| **Criteria** | **Weighting (subject to change)** |
|---:|---:|
| Organizational Profile | /20 |
| Company Background & Relevant Qualifications | /40 |
| Proof of Financial Stability | /30 |
| References | /10 |
| **Total** | **/100** |

# Terms and Conditions

## 1.0 EOI is Not a Formal Legally Binding Process

This EOI is issued for information gathering purposes and is not intended to form any part of any future contract. Without limiting the generality of the foregoing, this EOI will not necessarily result in any subsequent negotiations, and this offering may be altered or withdrawn at any time without notice.

## 2.0 No Contract

No contract or legal relationship of any kind is created between the City and respondent party as a result of this EOI.

## 3.0 Information in CLO Only an Estimate

The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in the CLO or issued by way of addenda. Any quantities shown or data contained in this CLO, or provided by way of addenda, are estimates only provided as general background information. The City shall not be held liable for any error or omission which may be identified at any time.

## 4.0 Conflict of Interest

Through the submission of an EOI form, the respondent shall be deemed to declare:

That the submission is NOT made in connection with any other respondent's submission for this CLO;

That the respondent's response to the CLO was prepared independently and without any connection, knowledge, comparison of information or arrangement – directly or indirectly – with any other respondent;

That no member of Council, or officer or employee of the Committee is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or in any manner whatsoever in or on the performance of any potential contract arising out of this CLO, or in the supplies, work or business in connection with any such contract, or in any portion of the profits there from, or of any supplies to be used therein, or in any monies otherwise to be derived there from.

## 5.0 Accuracy of Submissions

The respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate. The City reserves the right to consider not only the information submitted by the respondent but also information which may be obtained from references, past experience with the City or another government body, or any other source.

## 6.0 Property Rights of Submissions to the CLO

Except where expressly set out to the contrary in this CLO or in the respondent's submission, the submission and any accompanying documentation provided by a respondent shall become the property of the City and shall not be returned.

## 7.0 Confidential Information of the City

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

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 CLO;

c) Must not be disclosed without prior written authorization from the City;

d) Shall be returned by the respondent to the City immediately upon the request of the City; and

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

## 8.0 Municipal Freedom of Information and Protection of Privacy Act

The respondent consents to the City's collection of the information as contemplated under the EOI for the uses contemplated under the EOI. Information provided by a respondent may be released in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M56, as amended.

The respondent should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City except to the extent as required by law or a court or tribunal.

The respondent consents, pursuant to subsection 10(2) of the Municipal Freedom of Information and Protection of Privacy Act, to the disclosure, on a confidential basis, of this

submission by the City to the City's advisors retained for the purpose of evaluating or participating in the evaluation of this submission.

## 9.0 Reservation of Rights

The City reserves the right in its sole discretion, to:

a) The City reserves the right to change or cancel the requirement at any time during the CLO issuance and/or subsequent solicitation process. Thus, submitting a reply to the CLO does not automatically guarantee that to be considered. Confidential or proprietary information should not be included in your response.

b) The City reserves the right in its sole and absolute discretion, to:

- Amend the scope or terms of the CLO, modify, cancel, suspend or elect not to proceed with the EOI process or any or all stages of a competitive selection process, at any time for any reason;
- Request clarification, interviews, verification or additional information concerning information provided in the EOI Form;
- Re-advertise for new responses, requests for proposals, or enter into negotiations for this project or for work of a similar nature; or
- Extend, from time to time, any date, time period or deadline provided in this EOI.

c) The City shall not be liable for any costs incurred by any Respondent in the preparation of its response to this CLO, or in respect of interviews or demonstrations, if any.

d) In the event of any disagreement between the City and any Respondent regarding the interpretation of the provisions of this CLO, the City's Manager of Realty Services shall make the final determination as to the appropriate interpretation, which determination shall not be subject to appeal.

e) By submitting a response, the Applicant acknowledges and agrees to the City's rights as set out in this CLO and waives any right, or cause of action against the City, its members of Council, officers, employees, advisors and agents, by reason of any of their action arises in contract, negligence, or otherwise.

These reserved rights are in addition to any and all other right of the City that existed prior to the issuance of this CLO.

## 10.0 Respondents Shall Bear Their Own Costs

The City shall not be liable, under any circumstances, for any claim to reimburse or compensate a respondent in any manner whatsoever, including but not limited to any expenses incurred, including the expenses associated with the cost of preparing submissions to this CLO. All respondents shall bear their own costs associated with or incurred through this CLO process, including any costs arising out of or incurred in: (a) the preparation and issuance of this CLO; (b) the preparation and making of a submission; or (c) any other activities related to this CLO process

## 11.0 Negotiations

The City reserves the right to negotiate, seek subsequent information and/or initiate discussions with any respondents and/or any persons, whether or not such person has made a submission if doing so is in the City's best interests as determined at the sole discretion of the City.

## 12.0 No Obligation

This CLO does not create any legal obligation on the part of the City or restrict the City's rights regarding the future procurement of any good or service. Each respondent acknowledges and agrees that the City, its representatives and agents, shall not be liable to any respondent, for any claim, action, cost, loss, damage or liability whatsoever and howsoever arising prior, during or subsequent to, the CLO process, including but not limited to any act or omission by the City, its employees, representatives and agents.

## 13.0 Release

Each respondent hereby absolutely and irrevocably releases the City, its employees, representatives or agents from any claim, action, cost, loss, damage or liability that such respondent may incur or suffer whatsoever and howsoever arising prior, during or subsequent to, the E process, including but not limited to any act or omission by the City, its employees, representatives and agents.

## 14.0 Governing Law

This CLO process shall be governed by and construed in accordance with all municipal bylaws, laws of the Province of Ontario and the federal laws of Canada applicable therein.