



**District Ice Centre Concession  
District of Taylor  
Request for Proposal No. 05-2024**

**RFP Closing date and time for submissions:  
2:00pm (Pacific Standard Time)  
September 6, 2024**

Submit Proposals to the  
District of Taylor  
electronically at:  
[kwestgate@districtoftaylor.com](mailto:kwestgate@districtoftaylor.com)

Contact:  
Kimberly Westgate  
Corporate Services Assistant  
[kwestgate@districtoftaylor.com](mailto:kwestgate@districtoftaylor.com)

District of Taylor  
10007 100A Street  
Taylor, BC VOC 2K0  
[www.districtoftaylor.com](http://www.districtoftaylor.com)

# Request for Proposals

## District Ice Centre Concession

District of Taylor RFP Number: 05-2024 Issue date: June 12, 2024

**Closing Time:** Proposals must be received **no later than 2:00pm (PST) on September 6, 2024**

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**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using the submission method below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, in accordance with the requirements set out in Section 2.2:

Electronic Submissions Only. Proposals must be submitted by email to the following email address: [kwestgate@districtoftaylor.com](mailto:kwestgate@districtoftaylor.com)

It is the Proponent's sole responsibility to ensure that its proposal is received by the RFP Closing. The time stamp used to determine whether a proposal is received on time will be the date and time on which the proposal is received in the [kwestgate@districtoftaylor.com](mailto:kwestgate@districtoftaylor.com) inbox. The District is not responsible for any technical systems delays in the electronic delivery of the email submission. Proponents are encouraged to submit their proposals in a timely manner to ensure receipt by the District by RFP Closing. Submissions received after the RFP Closing will be considered disqualified. Submitted proposals will be opened after the RFP Closing. Proposals will not be opened in public.

Each Proposal submitted shall be sent to: [kwestgate@districtoftaylor.com](mailto:kwestgate@districtoftaylor.com)

And clearly marked as follows:

Kimberly Westgate  
Corporate Services Assistant  
District Ice Centre Concession  
District of Taylor  
RFP No. 05-2024

**A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.**

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### **CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (please print): \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**GOVERNMENT CONTACT:** Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing by email to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**Mike Farquharson, Manager of Parks and Facilities**  
[mfarquharson@districtoftaylor.com](mailto:mfarquharson@districtoftaylor.com)

The cut-off for submitting any questions related to this RFP to the Government Contact will be 48 hours before the Closing Time. Questions received after this time may not be answered.

**SCHEDULED SITE VISIT:**

A scheduled site visit will be held upon request:

Please email: [mfarquharson@districtoftaylor.com](mailto:mfarquharson@districtoftaylor.com)

Attendance is optional. Oral questions will be allowed at the Scheduled Site Visit. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing by email, prior to the meeting, to the Mike Farquharson, Manager of Parks and Facilities, [mfarquharson@districtoftaylor.com](mailto:mfarquharson@districtoftaylor.com)

The District reserves the right to post questions and answers on the BC Bid website.

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## 1. INVITATION

This Request for Proposals (“RFP”) is an invitation by the District of Taylor to prospective proponents to submit proposals for the **05-2024 District Ice Centre Concession**, as further described herein.

The District of Taylor (“District”) is seeking proposals from qualified proponents to operate the food concession located in the District Ice Centre in beautiful Taylor, BC. The District Ice Centre has been operational for 29 years and is owned by the municipality. It is located near other recreational facilities such as the Taylor Ball Diamonds and the Curling Complex.

This 1,100-person capacity facility includes one NHL sized rink, a separate leisure ice pad for public skating and an indoor play structure. In the ice off season, it is available for large event rentals and has accommodated annually, renters such as the Fort St John Kennel Club Dog Show and the Spirit of the Peace Powwow.

During the winter months, the District Ice Centre is scheduled for use 7 days per week by multiple Adult and Youth user groups. Minor Sports is the major user, utilizing the ice from 3:00pm until 10:00pm Monday through Friday and from 6:00am to 6:00pm on Saturdays and Sundays, ice scheduling is subject to change as per user group demand. The District Ice Centre winter/spring operations begin mid-September and run through mid-April.

## 2. RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP including amendments to the RFP;

“**BC Bid**” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

“**Caretaker**” means the successful Proponent to the RFP who enters into a Contract with the District;

“**Closing Location**” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

“**Closing Time**” means the closing time and date for this RFP as set out on the cover page of this RFP;

“**Contract**” means the written agreement resulting from the RFP executed by the District and the successful Proponent;

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the District;

“**District**” means the District of Taylor;

“**Government Contact**” means the individual named as the contact person for the District in the RFP;

“**Government Electronic Mail System**” or “**GEMS**” means the electronic mail system of the District;

“**must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“**proposal**” means a written response to the RFP that is submitted by a Proponent;

“Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda; and

“should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

## 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound.

## 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using the submission method set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that the District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable

maximum size (10Mb), the Proponent may make multiple submissions (multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);

- (iii) For email proposal submissions sent through multiple emails the District reserves the right to seek clarification or reject the proposal if the District is unable to determine what documents constitute the complete proposal;
- (iv) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- d) The District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent’s computer and the Government Electronic Mail System or BC Bid.
- f) The District will allow for email proposal submissions; the Proponent acknowledges that email transmissions are inherently unreliable.

The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Government Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Government Contact immediately to arrange for an alternative submission method if:

- (i) the Proponent's email proposal submission is rejected by the Government Electronic Mail System; or
- (ii) the Proponent does not receive an automated response email from the District confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the District's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the District before the Closing Time. The District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

## **2.4 Additional Information**

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

## **2.5 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be

considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

## **2.6 Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.

## **2.7 Firm Pricing**

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

## **2.8 Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

## **2.9 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the District for purposes of clarification.

## **2.10 Conflict of Interest/No Lobbying**

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with

any employee, elected official, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, elected official, contractor or representative of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

### **2.11 Subcontractors**

- a) Unless the RFP states otherwise, the District will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual

in the preparation of the RFP or a relationship with any employee, elected official, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the District.

### **2.12 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The District will be under no obligation to receive further information, whether written or oral, from any Proponent. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The District may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

### **2.13 Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the District with terms and conditions to be finalized to the satisfaction of the District.



- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

#### **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the District within thirty days of notification of the successful Proponent, the District may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

#### **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the District.

#### **2.16 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the District, if any. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### **2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

#### **2.18 Liability for Errors**

While the District has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

#### **2.19 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the District in any way to award a Contract.

#### **2.20 No Implied Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

#### **2.21 Legal Entities**

The District reserves the right in its sole discretion to:

- a) disqualify a proposal if the District is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the District

that it is the same legal entity that submitted the Proponent's proposal; and

- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the District's satisfaction.

## 2.22 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

## 2.23 Ownership of Proposals

All proposals and other records submitted to the District in relation to the RFP become the property of the District and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to

[http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

## 2.24 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

## 2.25 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a proposal.

## 2.26 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

## 2.27 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the District with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents should specify that the personal information may

be forwarded to the District for the purposes of responding to the RFP and used by the District for the purposes set out in the RFP. The District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District.

## **2.28 Trade Agreements**

This RFP is covered by trade agreements between the District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement
- b) New West Partnership Trade Agreement; and
- c) Trade, Investment and Labour Mobility Agreement.

For more information, Proponents may contact the Government Contact.

## **3. RFP PARTICULARS**

### **3.1 Deliverables**

During the winter season (mid-September to mid-April, District Ice Centre operational dates will be determined by the Parks and Facilities Director), the Contractor shall operate the premises during the hours of 3:30 p.m. to 9:00 p.m. during weekdays (Monday to Friday inclusive) and 8:00a.m. – 2:00 p.m. on Saturday and Sunday. Flexibility in hours of operation is based on annual ice allocation. The Contractor shall also operate the premises during all public events, special events held at the Facility, with advance notice of such events being provided by the Parks & Facilities Director to the Tenant.

During the summer season (mid-April to mid-September), the Contractor will operate the Concession for special events held at the Facility such as the Fort St John Kennel Club Dog Show and the Spirit of the Peace Powwow, as well as additional special events and private events based on negotiations with the Parks & Facilities Director.

### **3.2 Objective**

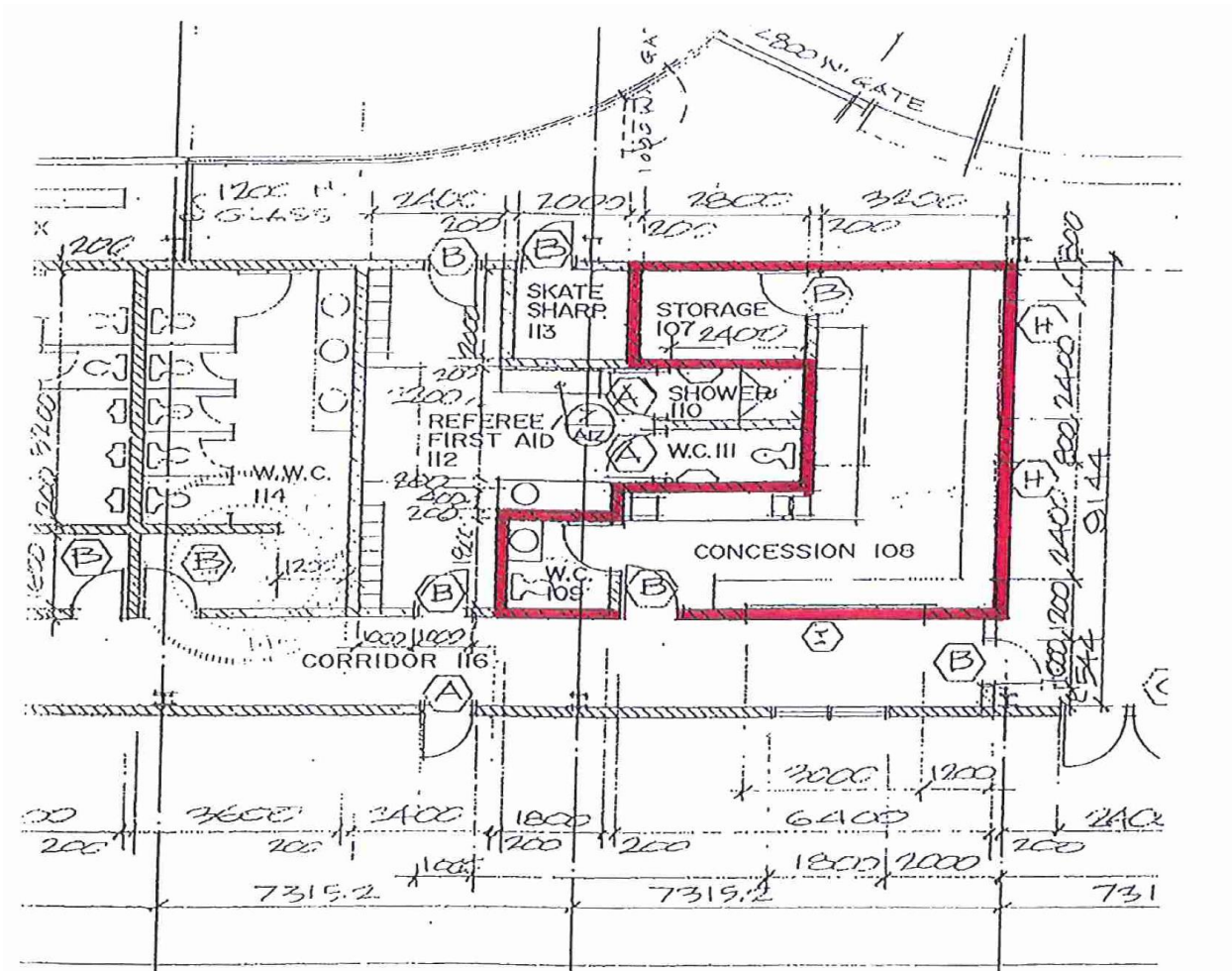
The Contractor shall use the premises as a concession to serve hot and cold food and beverages to the public. The Contractor may not sell glass bottled goods; chewing gum, popcorn or packaged seeds or nuts, and the Contractor shall operate the Premises in a safe, clean, first-class and proper manner as befits a restaurant within a public recreation facility. The Tenant shall operate the Premises under the name “Arena Concession” or another name approved by the District.

The Contractor shall observe, perform and comply with all applicable laws. It shall be the Contractor’s responsibility to obtain, under the provisions of the Health Act and other applicable statutes, a permit to operate a food service establishment and the Tenant must prominently display the permit on the Premises. The Tenant must abide by any changes to the rules and regulations adopted by the District from time to time.

### 3.3 Specifications

#### 3.3.1 LEASED PREMISES

The District will lease the premises within the District Ice Centre, known as the Arena Concession, to the proponent.



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#### 3.3.2 TERM

The term of this Lease is a 3-year lease with the option to renew for up to two (2) additional year(s), commencing on August 1, 2024 and terminating on July 31, 2027.

If the Tenant chooses to renew the Lease before going to tender, the Tenant must provide a written proposal 3 months before the Lease termination.

**3.3.3 QUALITY OF OPERATION**

The Contractor shall offer food and beverages generally in accordance with a typical concession style menu. The District shall have the right at all times to require the Contractor to take whatever steps may be necessary, in the District’s opinion, for the Contractor to improve the quality of service, goods and operations of the premises.

**3.3.4 EQUIPMENT AND CLEANING**

1. The District of Taylor Supplied equipment

1	Deep Fryer Model MV-40 Quest
1	Stove Model QGR-1 Quest
1	Four Slice Commercial Toaster Model BTM – 4 120 volts
1	Pop Cooler with two glass doors Model # RSCP486SAL Cold Stream
1	Frigidaire Freezers
1	Fridge with Freezer Model 970-419320 Kenmore
1	Fridge/Condiment Cooler - Delfield Model 4448N-12

2. Food Preparation and Service Areas of the concession

- The contractor will be responsible for all millwork and regular and effective cleaning of the food preparation and service areas of the premises and District of Taylor supplied equipment as listed above meet the requirements of the Health Act and other applicable laws.
- The Contractor shall be responsible when the Premises are open for business to maintain the adjoining lobby area in a clean and tidy state. The Tenant will clean the counters and wipe up spills on the lobby floor in front of and around the Premises and clean the tables provided.
- The Contractor shall remove all garbage and refuse from the Premises and the lobby area to the outside disposal bin maintained by the District.
- The Contractor will provide a Contractors’ equipment list, which equipment must meet all applicable fire, safety and health requirements.

**3.3.5 ADVERTISING**

The Contractor shall be permitted, with the approval of the Parks and Facilities Director and upon compliance with applicable sign bylaws, to erect a menu to the exterior of the Premises’ walls and to hang temporary advertising banners, signs and other promotional materials in areas of the Facility where no existing signage is located. Any additional requests for advertising must be submitted in writing to the Parks and Facilities Director for consideration and should be tasteful for a family environment.

**3.3.6 CONTRACTORS EMPLOYEES**

The Contractor will hire competent, trained and polite staff to operate the premises. The Contractor is solely responsible for its employees and the Contract shall pay all remittances, including but not limited to WorkSafe BC,

Canada Revenue Agency and Employment Insurance in relation to its employees, including employment insurance and workers' compensation.

### **3.4 Insurance**

The Contractor shall, throughout the term of this contract, secure, maintain and pay for a general liability insurance policy, with a limit of not less than \$3,000,000.00 inclusive per occurrence for bodily injury and property damage. Additionally, the Tenant is required to carry their own contents insurance.

The policy shall include the following coverages, including the Premises and related premises: contingent employers' liability, owners' protective liability, broad form property damage on an occurrence basis, including loss of use of property, contractual liability assumed under this Lease and cross liability.

The District of Taylor shall be added as an additional named insured.

### **3.5 Fees**

#### **3.5.1 RENT**

The Contractor shall enter in to a Lease Agreement with the District Taylor in the amount of \$500.00, plus applicable taxes, per month. The rent shall include gas and electricity.

#### **3.5.2 DAMAGE DEPOSIT**

The Contract shall pay a Damage Deposit in the amount of \$350.00 which is fully recoverable, up to 1-month post lease, if the District deems that the facility is left in the same pre-leased condition and that no damages were found.

## 4. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 6.1 (Mandatory Criteria) of the RFP.

Section 4.1 Capabilities, includes “Response Guidelines” (4.1.1, 4.1.2, 4.1.3)) which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 6.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the District’s expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

### 4.1 Capabilities

#### 4.1.1 RELEVANT EXPERIENCE

The Proponent should detail the experience they have had in providing services and meeting requirements like those outlined in the RFP. This information should include demonstrated experience with similar services and projects in the public or private sector, and experience with similar projects.

#### 4.1.2 REFERENCES

Proponents should provide a minimum of three references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent. References from the Proponent’s own organization are not acceptable.

The District may in its sole discretion, but is under no obligation to check Proponent references without first notifying the Proponent. The District reserves the right to seek additional references independent of those supplied by the Proponent, including:

- internal references in relation to the Proponent’s performance under any past or current contracts with the District; or
- other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the District’s reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the District in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent’s proposal may be rejected.

#### 4.1.3 SAMPLE MENU

Proponents should provide a sample menu of food and beverages available for purchase, accompanied by proposed pricing for each item. This sample menu is just an example of the food and beverages the proponent may provide and is not intended to be the menu available to customer upon the concession opening.



## 5. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 6.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) Appendices, appropriately tabbed and referenced.
- e) Identification of Proponent (legal name)
- f) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 6. EVALUATION

Evaluation of proposals will be by a committee formed by the District and may include employees and contractors of the District and other appropriate participants.

The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 6.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using the submission method set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either

**Mandatory Criteria**

- (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or
- (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound.

## 6.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following Weighted Criteria.

Weighted Criteria	Percent	Minimum score per rating criteria (See following table for details)
Evidence of proponents ability to perform required services; Qualifications/experience of key personnel; Past performance and record of successful completion of similar work	40%	7
Safe Food Plan in a format ready for approval by the Health Authority; Proof of certification of Level I Foodsafe training	15%	7
A sample menu plan with itemized pricing; Value added services or unique items	25%	7
Evidence of availability to begin immediately upon award of contract	20%	7
<b>TOTAL</b>	<b>100%</b>	

Proponents that do not meet a minimum score within a weighted criterion will not be evaluated further.

Rating Criteria – Description	Rating	
Exceeds the requirements of the criterion in ways that are beneficial to the District’s needs.	9-10	Excellent
Fully meets all requirements of the criterion.	8	Good
Adequately meets the requirements of the criterion. May be lacking in some areas, but no critical deficiencies	7	Above Average
Does not address the requirements of the criterion. Lacking significantly in some or all areas.	0-6	Average, below average or poor

\*The District reserves the right to not accept any of the proposal received through this RFP