



# REQUEST FOR PROPOSALS

## Nelson and District Community Complex Concession Operator

Regional District of Central Kootenay

**Issued:**

June 28, 2024

**Closing Location:**

*By email* or at Nelson and District Community Complex  
305 Hall Street, Nelson, BC

**Closing Date and Time:**

July 17, 2024

Ryan Ricalton

Facility Manager

PH: 250-354-4386

ext. 5107

Email: [rricalton@rdck.bc.ca](mailto:rricalton@rdck.bc.ca)

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## **PART 1 – INVITATION & INSTRUCTIONS TO PROPONENTS**

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### **1 Invitation & Instructions to Proponents**

The definitions set out in section 3.1 apply throughout this document except when expressly stipulated or the context otherwise clearly indicates.

#### **1.1 Executive Summary**

The Regional District of Central Kootenay (RDCK) owns a well-equipped concession at the Nelson and District Community Complex (NDCC), capable of serving food and beverages to the patrons of the facility. The RDCK is seeking Proposals to supply the Services herein described on or before September 1st, 2024.

#### **1.2 Proposal Documents**

It is the responsibility of the Proponent to ascertain that they have received a full set of Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of a full set of Proposal Documents.

#### **1.3 Intent to Submit**

Proponents intending to submit a Proposal should provide an email notification to the RDCK Representative prior to the closing date.

A Proponent who does not submit an Intent to Submit email may not be sent any amendments or addenda.

No Proponent who sends an Intent to Submit email is obligated to submit a Proposal.

#### **1.4 Enquiries**

All enquiries related to this Proposal are to be directed, **in writing**, to the following person who is hereby designated as the RDCK Representative:

Ryan Ricalton  
Facility Manager  
Email: [rricalton@rdck.bc.ca](mailto:rricalton@rdck.bc.ca)

Information about this RFP or any matter pertaining to the Services that is obtained from any source other than the RDCK Representative is not official and should not be relied upon. Enquiries that are directed to

the RDCK Representative and responses will be recorded and **MAY** be distributed to all Proponents at the option of the RDCK.

### **1.5 Examination of Sites and Local Conditions**

The Proponent must satisfy themselves as to the practicability of supplying the Services in accordance with the Contract, and shall be held to have satisfied themselves in every particular before submitting a Proposal, by inquiry and by inspection of the Site herein described.

If applicable, the Proponent should examine the Site surroundings and, before submitting a Proposal shall satisfy themselves as to the nature of the Site, the quantities and nature of the Services to be supplied and in general, shall obtain all relevant information as to risks, contingencies and other circumstances which may influence their Proposal.

There will be one, optional site visit according to the schedule on 3.4 of this RFP. The Site is indicated in Appendix A-Site Plan.

### **1.6 Proposal Closing Time and Location**

Proposals will be accepted until the Closing Time at the Closing Location indicated on the cover page.

### **1.7 Proposal Submissions**

Faxed Proposals will **NOT** be accepted. Any Proposal received after the Closing Time, or other than in the manner specified, will be considered disqualified and will be returned, unopened, to the Proponent.

A digital PDF format of the Proposal submission may be sent by e-mail to: [sdurning@rdck.bc.ca](mailto:sdurning@rdck.bc.ca)

The RDCK email server has about a 10 mb file size limit. Proponents are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer by ftp.

Proponents wishing to send or deliver a Proposal submission in paper format to the RDCK must submit one (1) bound and one (1) unbound copy of the document in a SEALED envelope clearly labeled “**REQUEST FOR PROPOSALS – Nelson and District Community Complex Concession Operator**”.

The Proponent’s name and full mailing address must be clearly marked on the outside of the response envelope.

Submissions should be accompanied by a clear indication of the anticipated schedule for the supply of the Services along with any other supporting pertinent information.

Proposals will be received until the Closing Time at the Closing Location indicated on the cover page.

Each Schedule of the Proposal Form must be completed and signed by a person authorized to sign on behalf of the Proponent and authorized to bind the Proponent to any statements made in response to this RFP.

1. The Proponent's name and full mailing address must be clearly marked on the outside of the response envelope.
2. The Proposal must include the Proposal Form.
3. The Proposal must include a complete itemized pricing schedule (Schedule 2-Pricing Schedules).
4. The Proposal must include a list of the equipment to be used, and in the event of a breakdown, the type of back-up equipment available (Schedule 3-Equipment List).
5. The Proposal must include a synopsis of all relevant experience. A list of references shall also be included with the Proposal (Schedule 4-List of Previous Experience).

### **1.8 Ownership of Proposal and Freedom of Information**

All responses to this RFP become the property of the RDCK. By submitting a Proposal the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into the Contract for the supply of the Services. Further, the RDCK may disclose all or part of any Proposal to the RDCK Board at a public meeting of the RDCK Board of Directors, when making a recommendation for the award of the Contract.

### **1.9 RDCK's Right to Accept or Reject Proposal**

The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal.

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel this RFP at any time before execution of the Contract without being obligated to any Proponent regardless of whether there is one or more compliant Proposals.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected by the RDCK in its absolute discretion. The RDCK may at its sole discretion reject or retain for consideration Proposals which are non-conforming including Proposals that do not conform because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

### **1.10 No Claim for Compensation**

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

### **1.11 Conflict of Interest**

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

### **1.12 Anti-Collusion, Fraud & Corruption**

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

### **1.13 Confidentiality**

Confidential information about the RDCK obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDCK. The Proponent agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

### **1.14 This Request for Proposals is not an Invitation to Tender**

There is no obligation for Proponents to enter into a Contract and no Contract is created, intended, or implied by this RFP. Neither the issuance of the RFP nor the submission and receipt of a Proposal constitute a final or any contract between the RDCK and any Proponent. Neither the issuance of this RFP nor the receipt of a Proposal in any way binds the RDCK to proceed with any project, enter into a Contract or obtain any services from any Proponent. No contractual relationship of any kind exists between the RDCK and any Proponent. No contractual relationship of any kind exists between the RDCK and any Proponent unless and until a binding agreement has been executed between a Proponent and the RDCK. This RFP is not a tender.

All Proposals are irrevocable until such time as a Contract is executed by the RDCK and a Proponent. A Proponent wishing to revoke its Proposal must put a request in writing to the RDCK Representative. Any such written request must be signed by the same authorized signatory as in the Proponent's original Proposal.

If a Proposal is selected, it is anticipated that the RDCK will enter into negotiations with the Proponent for the execution of a Contract. It is anticipated that the Contract shall be on substantially the terms and conditions set out in this RFP and as set out in Appendix B; however, the RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable, including terms and conditions that are substantially different from the draft Contract attached.

If the RDCK and a Proponent are unable to successfully negotiate and execute a Contract, the RDCK may negotiate and enter into a Contract with any other Proponent.

### **1.15 Irregularities and Informalities**

The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so.

### **1.16 Discrepancies or Omissions**

Proponents finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the RDCK Representative who will send written instructions or explanations to all parties having a set of the Proposal Documents in accordance with section 1.4. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

### **1.17 Modification of Terms/Addenda**

The RDCK reserves the right to modify the terms of this RFP at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

### **1.18 Liability for Errors**

While the RDCK has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The



information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### **1.19 Basis of Contract Award**

Proponents are hereby notified that the RDCK intends to negotiate and enter into the Contract for the supply of the Services based not only on the Proposal price, but the Proponent's experience and qualifications considered essential by the RDCK to provide the Services requested and any other criteria the RDCK considers relevant in its absolute discretion, including the following:

- a) the qualifications and experience necessary for the satisfactory performance of the assignment;
- b) the capacity of the Proponent to supply the Services promptly and consistently;
- c) proposed hours of operation commensurate with the delivery of Services
- d) the performance of the Proponent on similar projects, record of compliance with all statutes, regulations, and bylaws affecting the Proponent's previous supply of Services;
- e) a positive reference referral from previous experience;
- f) proposed lease terms to the RDCK for use of the space to deliver the Services;
- g) conformity of the Proposal to the requirements set forth in the description of Services; and
- h) conformance with the timing provided for in the Description of Services.

The RDCK, when considering the award of the Contract, will take the above prerequisites and the Proposal schedules into consideration.

Proponents shall be competent and capable of supplying the Services. Proponents may be required to provide further evidence of previous experience and financial responsibility as outlined in Schedule 5-List of Previous Experience. A reference check on past experience may be performed.

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Proposals other than those set forth above; in particular, the price to supply the Services may not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Proposals and to verify all information submitted by Proponents.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Proponents are advised that, after receipt of Proposals and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Proposal including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the RDCK in relation to the supply of goods or services.

The RDCK reserves the right to reject any Proposals of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Proposal.

## **1.20 Definition of Contract**

This RFP should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into the Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Time.

Neither the acceptance of a Proposal nor the execution of the 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 enactments.

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent negotiation and full execution of a written agreement will constitute the Contract for the supply of the Services and no Proponent will acquire any legal or equitable rights or privileges relative to the supply of the Services until the occurrence of both such events.

## **1.21 Powers Preserved**

Except as expressly set out in this Agreement, nothing in this Request for Proposals shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

## **1.22 Form of Contract**

Upon selection of a Proposal, it is anticipated that the RDCK and the successful Proponent will enter into negotiations for the execution of a Contract and it is anticipated that the Contract shall be substantially on the terms set out in this RFP.

The RDCK reserves the right to enter into a Contract any terms and conditions it considers reasonable with any Proponent, including terms and conditions that are substantially different from the draft Contract attached.

The Proponent agrees that, should it enter into a Contract with the RDCK, it will provide to the RDCK the necessary Insurance Policies and WorkSafe BC Clearance Letter within fifteen (15) days of the date of the Notice of Acceptance.

## **PART 2 – DESCRIPTION OF SERVICES**

### **2 Description of the Services**

It is anticipated that this Part shall be read with and shall form part of the Contract to be executed by the parties.

#### **2.1 Services Required**

The Services to be supplied to the RDCK consist of the following: on site food and beverage services.

#### **2.2 Personnel**

The Contractor shall, at all times during the term of the Contract, employ a Supervisor charged with the responsibility of supervising the operations of the Contractor. The Supervisor shall represent the Contractor for the supply of the Services, and directions given to him by the RDCK shall be held to have been given to the Contractor. Contact information for the Supervisor shall be given to the RDCK, and the Supervisor shall respond promptly to all requests by the RDCK.

The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff to supply the Services. The Contractor acknowledges that its employees, agents and Sub-Contractors may come into contact with the public in the execution of the Contract and that it is of primary importance to the RDCK that excellent relations with the public be maintained. All personnel performing work under the Contract shall conduct themselves in a courteous and polite manner towards the public.

#### **2.3 Contractor's Control of Supply of Services**

The Contractor shall have complete control in respect of the supply of the Services at the NDCC and shall effectively direct and supervise the supply of the Services using its best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures required for the supply of the Services and for coordinating all parts of the supply of the Services under the Contract.

The Contractor shall carefully examine the Contract Documents and shall promptly report to the RDCK Representative any error, inconsistency or omission they may discover. Although the RDCK may agree to special methods of supplying the Services, the Contractor will not be relieved of their responsibility for

the result. The RDCK's agreement with such special methods shall not constitute ground for claims for the Contractor for any additional payment, nor for relief of their responsibility for the methods used.

## **2.4 Contractor's Responsibilities**

All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner. The Contractor's responsibilities shall include, but not be limited to the following:

- a. The Contractor will adhere to all RDCK policies and procedures related to the delivery of services at the NDCC.
- b. The Contractor shall safeguard workers by ensuring clean, functional clothing, personal protective equipment and footwear, in accordance with WorkSafeBC regulations, is worn during the performance of the Contract.
- c. The Contractor will ensure the leased space, and all RDCK and Contractor-owned equipment and appliances are kept clean and hygienic at all times.
- d. The Contractor will ensure all RDCK and Contractor-owned equipment, including kitchen fixtures and appliances, are operated in a safe manner **and** only for the delivery of services.
- e. The Contractor will inspect the site daily, to ensure the site is safe and hazard free.
- f. The Contractor will advise the RDCK when they become aware of any hazards or safety risks immediately.
- g. The Contractor will report to the RDCK when **any** equipment or appliance malfunctions or does not function as designed and when the delivery of services or affected because of equipment issues.
- h. The Contractor will not encumber the space or make claims for any repairs to RDCK-owned property or equipment without first notifying the RDCK and receiving written permission.
- i. The Contractor will provide feedback to the RDCK with any complaints from customers regarding the delivery of recreation services delivered by same.

## **PART 3 – TERMS OF REFERENCE**

### **3.1 Background**

The concession at the NDCC operates to provide food and beverage services to the patrons of the facility and the community in general. During normal operations and special events, including hockey tournaments, swim meets, Tradeshow, summer events and rentals, and more, the NDCC is a busy multiplex with thousands of people entering through the front doors on a daily basis. During normal operations, Food and beverage services provide an element to the business lines that makes the NDCC a community hub for recreation.

To accomplish this vision, we:

1. Encourage healthy hearts, happy minds and boundless spirit
2. Care well for places and spaces
3. Gladly extend and receive respect
4. Provide fun and safe places for wellness
5. Identify and remedy issues to the best of our abilities
6. Strive for accountability and excellence.

### **3.2 The Opportunity**

The Nelson & District Community Complex (NDCC) is seeking an experienced food services proponent under its own distinct established brand, to manage and operate the NDCC concession within the Communities sole public recreational facility. The NDCC consists of an arena, pools, fitness centre, banquet hall and meeting spaces.

This NDCC is a hub of activity all year round – ice sports from September to March and dry sports, aquatics and meeting spaces year-round. The facility is open throughout the year except for scheduled facility closures which MAY occur on statutory holidays. The standard operational hours for the facility are 6am or 7am until 11pm. In addition, numerous special events, tournaments and rentals attract a wide audience at the facility.

The NDCC has one concession space of approximately 750 square feet of useable service and cooking spaces. Fixed equipment to be included in the lease *is listed and a current floor plan is provided in Appendix "A"*.

The lease agreement for the NDCC concession will be let for an initial one-year term commencing from the date that the NDCC and the Proponent agree upon. Subject to meeting all existing terms, the Tenant will have an option to renew for a further one-year term. Proponents are to present their business case including proposing the annual operating fees.

### **3.3 Requirements**

As part of each proposal, there is a requirement for the proponents to provide a detailed business plan outlining the following at minimum:

- a) Branding of the business – company name, logo, signage

- b) A sample menu plan with detailed pricing
- c) Heart-healthy choices and alternatives, as defined in Appendix "C" must be included as a portion of the available service.
- d) Safe Food Plan to be approved by the Health Authority -
- e) Maintenance plan
- f) Staffing plan and key personnel
- g) Hours of operation
- h) Proposed annual operating fees (bid) for two (2) years.
- i) Experience as operators – track record
- j) Unique offering, skills or ability to meet the needs of community
- k) References – minimum of 2

In addition, proof of the following must be provided:

- l) Certification of Level I Foodsafe training
- m) WorkSafeBC Coverage
- n) City of Nelson Business License or eligibility for the same
- o) General liability insurance policy, with a limit of not less than \$3,000,000 inclusive per occurrence for bodily injury and property damage. Additionally the Tenant is required to carry their own content insurance. The Regional District of Central Kootenay and the City of Nelson are to be named as an additional insured.
- p) Operator's property and contents insurance policy
- q) Legal liability coverage \$500,000
- r) Proponent and all employees will need to submit a Criminal record vulnerable sectors check
- s) All successful proponents will be required to adhere to all regulations related to food and beverage operation.

## **Part 4 – PROPOSAL CONTENTS**

### REQUIREMENTS AND FORMAT OF THE PROPOSAL

Proponents responding to this RFP shall submit their proposals, organized and presented as outlined below.

Accuracy and completeness are essential. Since the successful Proposal will be incorporated into the Contract, Proponents are cautioned not to make claims or statements to which they are not prepared to commit to contractually.

#### **4.1 Letter of Transmittal**

Part 1 of the Proposal must consist of a letter of transmittal signed by an authorized individual. It shall:

- Concisely identify services offered in the proposal
- State that the proposal will remain in effect for a period of 30 calendar days after the deadline for submission of proposals.
- Include the name, title, address, telephone number and email address of one or more contact individuals.
- Include the name, title, address, telephone number and email address of one or more individuals who are authorized to sign a contract.

#### **4.2 Understanding of Opportunity**

In this section, the Proponent shall provide a concise presentation of its understanding of the NDCC Concession opportunity. The Proponent should notify the Nelson & District Community Complex of potential difficulties that might arise in implementing their business plan.

#### **4.3 Business Plan**

See Section 3.3 Requirements.

#### **4.4 Work Plan**

In this section a list of the deliverables shall be provided along with milestone dates of delivery for the various components identified in the Scope of Work.

#### **4.5 Proposed Team and Corporate Profile**

In this section, key personnel that will be involvement in the start-up and operation of the NDCC Concession should be identified, as well as their title, experience, category and roles in carrying out the proposed Work Plan. The Corporate Profile and resources available should also be included. This section should highlight why the Proponent feels that the selected team members are ideally suited for this work.

#### **4.6 Related Experience and References**

In this section, a description of relevant work experience is to be provided, detailing the timeframe over which services were provided to specific clients. The Proponent should provide a minimum of 2 references and indicate the name of company, contact person, address, telephone number and role of the contact

person in relation to the services provided. Information of relevance to the Scope of Work should be presented to allow the District to assess the Proponent's experience.

#### **4.7 Proposed Operating Fee**

The proponent shall propose a monthly fee for use of the NDCC concession that shall be part of the terms of the contract and shall be in effect for a minimum of one year.

### **Part 5 – PROPOSAL EVALUATIONS**

#### **5.1 Selection Process**

Proposals will be evaluated based on the selection criteria listed in this section:

- a. Business Plan – including hours of operation, staffing, terms of tenancy, proposed lease terms, etc.
- b. Proposed branding
- c. Experience and qualifications of key personnel
- d. Proposed menu and pricing and healthy food options
- e. Ability to meet timelines
- f. References
- g. Examples of related work in similar sized communities

In addition to evaluation of proposals, the selection process will involve a follow up interview with the leading proponent.



# PROPOSAL FORM

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**REQUEST FOR PROPOSALS  
NDCC CONCESSION  
OPERATOR  
CLOSING DATE & TIME:  
2:00pm(Local Time)**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/POSTAL CODE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**TO:** Regional District of Central Kootenay  
Via email to [rcicalton@rdck.bc.ca](mailto:rcicalton@rdck.bc.ca)

The Proponent has carefully examined the Site where the Services will be supplied or used and the Contract Documents for the NDCC Concession Operator

The undersigned Proponent understands the conditions under which the Services are to be supplied and offers to provide all necessary labour, machinery, tools, equipment, apparatus and other means of construction and do all work and furnish all materials called for by the Contract Documents in the manner prescribed herein and in accordance with the Regional District's requirements, for the rates Proposed in Schedule 2-Pricing Schedules and in accordance with the other Schedules of this Proposal.

The immediately following schedules, entitled Schedules 1 to 4, shall be read with and form part of this Proposal as if embodied herein.

The Proponent understands and agrees that:

- a) the proposed rates specified in Schedule 2-Pricing Schedules include all taxes, duties and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;
- b) payment will be made only for the supply of Services specified in the Contract. Payment will be made according to the rates proposed in Schedule 2-Pricing Schedules;
- c) The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal;

If there is only one compliant Proposal received by the Closing Time, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Contractor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal; and

- d) The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

*The Proponent agrees as follows:*

- a) If the undersigned is notified in writing of the acceptance of their Proposal, it agrees that it will enter into negotiations with the RDCK within fifteen (15) days of the date of the Notice of Acceptance for a Contract;
- b) Guarantees completion of the Contract in accordance with the Contract Documents;
- c) Within fifteen (15) days from the date of the Notice of Acceptance of this Proposal, to furnish to the RDCK, the specified insurance and WorkSafe BC clearance letter for the performance of the Contract;
- d) To begin supply of the Services on the date specified in the Notice to Proceed;
- e) Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim; and

- f) The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering into the Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

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Signature of Proponent

**Authorization**

I/we hereby certify that the prices and dates and other information contained in this Proposal are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Proposal.

It is hereby agreed that once the Proposals for the Contract have been opened, this Proposal and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the Regional District OR the expiration of ninety (90) calendar days after the opening of Proposals for the Contract, whichever shall first occur.

**SIGNED, SEALED AND DELIVERED by:**

\_\_\_\_\_  
Name of Proponent (Company)

In the presence of:

_____ )	_____ )
Name (printed) )	Witness Name (printed) )
_____ )	_____ )
Authorized Signature )	Witness Signature )
_____ )	_____ )
Address (printed) )	Address (printed) )
_____ )	_____ )
Address (printed) )	Address (printed) )
_____ )	_____ )
Telephone _____ )	Telephone _____ )
Fax _____ )	Fax _____ )

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## **PROPOSAL SCHEDULES**

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Schedule 1 - Description of Services

Schedule 2 - Proposed Operating Fee

Schedule 3 - Equipment List

Schedule 4 - List of Previous Experience (Contracts)

**PROPOSAL SCHEDULE 1 – DESCRIPTION OF SERVICES**

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\_\_\_\_\_  
Signature of Proponent

**PROPOSAL SCHEDULE 2 – OPERATING FEE**

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This section shall be read with and shall form part of the Contract Form. The Proponent hereby proposes to pay the RDCK an annual operating fee, payable in monthly installments, for the commercial use of the Concession.

Proposed Annual Operating Fee: \$ \_\_\_\_\_

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Signature of Proponent

**PROPOSAL SCHEDULE 3 – EQUIPMENT LIST**

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The Proponent proposes to use the equipment listed below in supplying the Services covered by the Contract (list only the major pieces of equipment to be used):

NUMBER OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE, AGE AND GENERAL CONDITION)	CHECK WHETHER	
		OWNED BY PROONENT	RENTED OR LEASED

\_\_\_\_\_  
Signature of Proponent



## **PROPOSAL SCHEDULE 4 – LIST OF PREVIOUS EXPERIENCE (CONTRACTS)**

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The Proponent shall fill in details below of the most recent contracts they have undertaken with the supply of Services of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Proponent in the appropriate supply of Services. The RDCK may contact the references given below before awarding the Contract.

### **Proponent's Experience on Projects of a Similar Nature**

Project: \_\_\_\_\_ Value: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_ Value: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

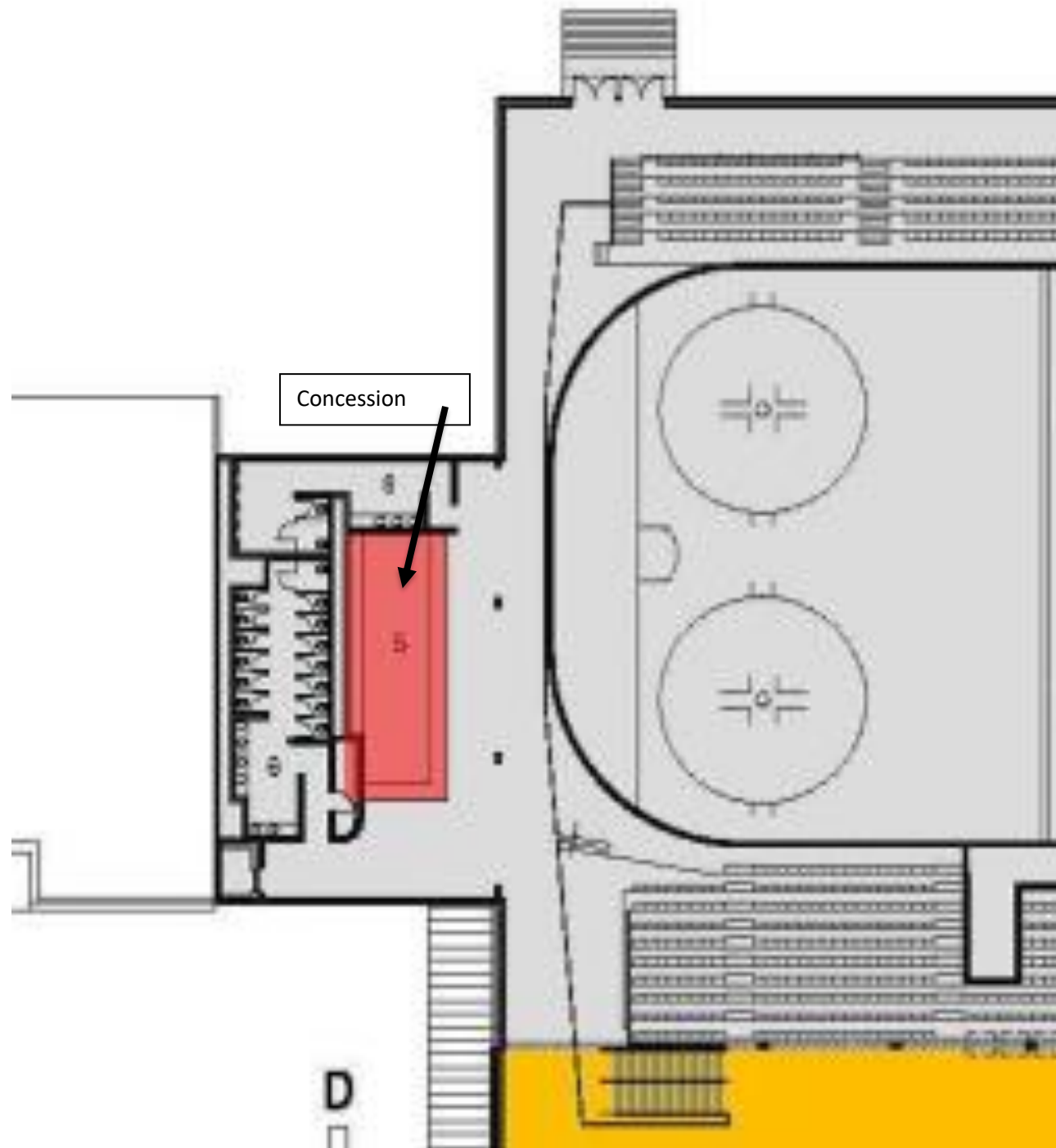
Description: \_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_ Value: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Proponent



Equipment included in concession:

- a. Panini Press
- b. Meat Slicer
- c. Pizza Warmer
- d. Pots/Pans/Utensils
- e. 2 Microwave Ovens
- f. Upright Freezer
- g. Fridge
- h. Stove
- i. Wash Station/3 Section Sink
- j. T3000 & T2000 Popcorn Machines

## **RFP APPENDIX C – HEALTHY FOOD GUIDELINES**

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Healthy food options need to meet all of the following requirements:

Food option contains a little (5% Daily Value\* (DV) or less) of:

- Saturated + trans fat, 1g = 5% RDI
- Cholesterol, 15mg = 5% RDI
- Free/added sugars, 2.5g = 5% Diabetes Canada RDI
- Sodium, 120mg = 5% RDI

Food option contains a lot (15% DV or more) of:

- Fibre, 5.7g = 15% RDI

Food option is a high (over 20% of RDI) in a particular vitamin or mineral per serving.

\*Daily Value = 2000 Calories as per “Canada Food and Drugs Act and Regulations”