



RFP – 2021-06

WATERCRAFT RENTAL CONCESSION LICENSEE

ONE MILE LAKE PARK

Issue Date: April 20, 2021

Closing Date: Tuesday, April 27, 2021 @ 4:00 pm EST

Submission Information:

Village of Pemberton

Attn: Christine Burns, Manager of Recreation Services

PO Box 100, 7400 Prospect Street

Pemberton, BC V0N2L0

Phone: 604.894.2340

Email: cburns@pemberton.ca

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1. INTRODUCTION

The Village of Pemberton (the Village) is issuing a Request for Proposals (RFP) inviting qualified Proponents to submit Proposals to operate a Watercraft Rental Concession at One Mile Lake Park (“the Park”) that will enhance the Park’s recreational experience and align with the concepts recommended in the 2016 One Mile Lake Park Master Plan.

In 2016, the Village approved an updated One Mile Lake Park Master Plan to address changing priorities for Pemberton’s growing community. This plan is guided by several community principles identified in the Village of Pemberton’s Official Community Plan as a means of defining the community’s vision for the future. This plan envisions a natural, beautiful and maintained community park with a wide variety of functions, which serves the ecological, recreational, and spiritual needs of the community, acts as a gathering place, is physically accessible, promotes healthy active living, hosts celebrations, and protects key ecological habitats.

The Village is seeking Proposals that clearly reflect these commitments, and are able to provide a service that aligns with the community’s vision for our Park.

Questions regarding this Request for Proposal, submission requirements, timing or similar contractual matters should be directed to:

Christine Burns, Manager of Recreation Services
Telephone: 604.894.2340
Email: cburns@pemberton.ca

2. INSTRUCTIONS, TERMS AND CONDITIONS

The following Terms and Conditions will apply to this Request for Proposal. Submission of a Proposal indicates acceptance of all the Terms and Conditions that follow, and that are included in any addenda issued by the Village. Provisions submitted in Proposals that contradict any of the Terms and Conditions of this Request for Proposal will be as if not written and do not exist.

- 2.1 Definitions: “Village”, or “the Village”, shall mean the Municipality of the Village of Pemberton. “Proponent” shall mean the entity submitting a proposal. “Contractor” or “Consultant” shall mean the successful Proponent.
- 2.2 Proposals should be in a sealed package unless Proposal is in email format, marked **“CONFIDENTIAL RFP-2021-06 - (Non-Motorized Watercraft Rental Concession Licensee, One Mile Lake Park)”**

Attention Christine Burns, Manager of Recreation Services
Village of Pemberton
PO Box 100, 7400 Prospect St
Pemberton, BC V0N 2L0

Submissions by email will be accepted at (cburns@pemberton.ca)

- 2.3 Proposals must be completed by an authorized signatory of the Proponent utilizing the Application Forum contained in Appendix “B” of this Request for Proposal.

- 2.4** All Proposals and subsequent information or material received shall become the property of the Village and will not be returned. The Proposals will be held in confidence by the Village subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 2.5** Proposals may be withdrawn, by written request only to the Chief Administrative Officer (CAO), at any time prior to the scheduled closing time.
- 2.6** Proposals remain valid, and may not be withdrawn, for a period of sixty (60) days following the date for submission of the Proposals.
- 2.7** Prior to the date for submission of Proposals, Proponents should not contact any other representative of the Village regarding this Request for Proposal, other than the representative identified in Section 1, without that representative's permission. Unauthorized contact with any Village representatives, including members of Village Council, may be cause for the rejection of the proponent's proposal.
- 2.8** Proponents are cautioned to carefully read and follow the Instructions, Terms and Conditions required by this Request for Proposal, as any deviation, omission, as well as any inaccuracies or misstatements may be cause for rejection. However, the Village reserves the right, at its sole discretion, to waive minor irregularities and defects in a proposal, and proceed with that Proponent.
- 2.9** Submission of a Proposal by a Proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any Proponent or project. The Village is under no obligation to award a contract as a result of this Request for Proposal and reserves the right to terminate this Request for Proposal process at any time.
- 2.10** Except as expressly and specifically permitted in these Instructions, Terms and Conditions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request For Proposal and by submitting a proposal each proponent shall be deemed to have agreed it has no claim.
- 2.11** The Village and its representatives, agents, consultants and advisors will not be liable to any Proponent, or any firm, corporation or individual member of a proponent, for claims, whether for costs, expenses, loss or damages, or loss of anticipated profits, or any matter whatsoever, suffered or incurred by the proponent, or any firm, corporation, or individual member of a Proponent, in preparing and submitting a proposal, or participating in the Request for Proposal process or negotiations for the agreement, or any activity related to or arising out of this Request for Proposal.
- 2.12** This Request for Proposal and the successful Proponent's response may form part of any contract entered into.
- 2.13** Any information acquired about the Village by a Proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of the Request for Proposal process.
- 2.14** The Proponent, including all firms, corporations or individual members of a Proponent, will promptly disclose to the Village any potential conflict of interest and existing business relationships

they may have with the Village or selection committee. The Village reserves the right to disqualify any Proponent that, in its opinion, has a conflict of interest, whether such conflict exists now or is likely to arise in the future.

- 2.15** Fees will be negotiated with the successful proponent and will be firm for the term of the contract.
- 2.16** All amendments or further information will be published on the Village of Pemberton website at www.pemberton.ca. It is the responsibility of the Proponent to monitor this website to check for updates. Any dispute arising from this Request for Proposal, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.

3. BUSINESS DESCRIPTION

Key Deliverables

- Offer non-motorized watercraft rentals to enhance the recreational experience of visitors to the Park;
- Promote recreational activities with low environmental impact;
- Align with community vision as presented in the One Mile Lake Park Master Plan;
- Manage a clean, safe, and professional customer-service focused business;
- Provide and maintain a moveable structure for the concession business, which may be left in-place during the off-season, subject to the Village's approval.

4. VILLAGE REQUIREMENTS

Proponent Qualifications

Proponent qualifications include:

- a) Staff and equipment capable of meeting proposal requirements;
- b) Availability to operate the concession seasonally, at minimum between June and September, for the term of five (5) years;
- c) Concession structure as follows:
 - i. Structure must not exceed 100 sq. ft. in size and be self-sufficient as the site is not serviced with power, water or sewer;
 - ii. Structure must be capable of safely remaining in place for the term of the contract;
 - iii. Structure must be capable of being moved, without damaging the Park land, should the terms of the contract change or end;
 - iv. Structure must be of appropriate size and shape to be located at the site identified in Appendix C, One Mile Lake Park Site Map;
- d) Experience in operations of non-motorized watercraft concession business preferred;
- e) If the successful proponent, meet all Conditions and Insurance requirements outlined in Appendix "A".

Proponent Requirements

Proponent operations must be consistent with Federal and Provincial Laws and Regulations, and Municipal Bylaws.

5. RESPONSE CONTENT

All proponents must submit their proposal by completing Appendix B, Application Form. The following elements must be included in the proposal:

- a. Scope of business (products and services to be rented/sold/provided at the Concession);
- b. Details of Concession infrastructure and equipment (size of building, number of non-motorized watercraft, other relevant assets), photos of structure and equipment preferred but not required;
- c. Proponent's experience in non-motorized Watercraft Concession operations;
- d. Safety/Emergency Plan with Covid-19 protocols included.

6. EVALUATION

The following criteria form the basis upon which evaluation of proposals will be made. The relative

Criteria	Weight (%)
Alignment with community vision of One Mile Lake Master Plan	20
Quality of the Application (concise, consistent format)	20
Proven experience in operation of non-motorized Watercraft Concessions	20
Availability of sustainable structure and equipment	30
Local contractor/supplier	10
Total	100

weighting for each criterion is also given.

Proposals will be reviewed and evaluated by a selection committee. During the evaluation process any or all of the proponents may be invited to give further written information or to meet with the selection committee or a Village representative.

The Village, at its sole discretion, reserves the right to reject any or all Proposals for any reason whatsoever, accept or reject a Proposal, even if it is the only Proposal received. Notwithstanding any other provision in this Request for Proposal, any practice or custom in the industry, or any procedures or guidelines recommended for use on publicly funded projects, the Village, in its sole discretion, shall have the unfettered right to determine the Proposal which best meets the overall interests of the Village or provides the best overall value to the Village.

7. CONTRACT AWARD

After selection of a preferred proponent and the finalization of any required negotiations, signing of contract documents and the awarding of a contract will be made by the Village. If the preferred proponent and the Village cannot agree on contract language in the contract document, the process will be terminated, and the Village will begin negotiations with the next preferred proponent.

8. TERM

The term of the contract will be for five (5) years.

APPENDIX A - Conditions & Insurance Requirements

1.0 Business Licence:

The Contractor shall possess a valid Village of Pemberton Business Licence.

2.0 Contractor's Qualifications:

Contractor's qualifications include:

- a) Proof of WorkSafeBC Account in good standing prior to the start of each season;
- c) Personnel, equipment and infrastructure capable of meeting contract requirements.

3.0 Insurance Requirements:

The Contractor shall provide, at the time of acceptance of their Proposal and at the start of each season, Certificates of Insurance to cover public liability and property damage, as outlined below:

- Commercial General Liability Insurance and Property Damage Insurance, naming the Village and Staff under the policy, providing coverage up to Five Million (\$5,000,000.00) Dollars inclusive against liability for bodily injury or death on an occurrence basis and/or damage to property on an accident basis.

4.0 Indemnification of Village:

The Contractor shall indemnify, protect and save harmless the Village, its officers, agents, servants and employees from and against all actions, causes of actions, claims and demands of every kind, description and nature whatsoever arising out of or in any way connected with fulfillment of this contract, and all such actions, causes of action, claims and demands recoverable from the Village or the property of the Village, shall be paid by the Contractor, and, if recovered from the Village, or the property of the Village, shall together with any costs and expenses incurred therewith be charged to the Contractor.

5.0 Commission Payment and Space Rental

The Contractor will pay to the Village \$1200 per year for placement of utility barn and beginning April 1, 2023 an additional 3% commission for the consecutive years in the contract based on gross monthly vending sales exclusive of sales tax for the months of July and August.

The Contractor shall calculate and remit Commissions earned on or before the fifteenth (15th) day of August and September the month just ended. In support of each commission cheque issued, the Contractor is required to attach a monthly revenue and commission report covering the following information :

- 5.1 Gross dollar sales and commissions
- 5.2 Net sales and commissions

All Payments due to the Village will be presented to:

Village of Pemberton
Recreation Services
P.O. Box 100, 7400 Prospect Street
Pemberton, BC, V0N 2L0

APPENDIX B – Application Form

Request for Proposal – One Mile Lake Park Watercraft Concession

The Village of Pemberton (the Village) is issuing a Request for Proposals (RFP) inviting qualified Proponents to submit Proposals to operate a non-motorized Watercraft Rental Concession at One Mile Lake Park (“the Park”) that will enhance the Park’s recreational experience and align with the concepts recommended in the 2016 One Mile Lake Park Master Plan.

A five-year term commitment is required, with the option for a subsequent three -year renewal.

To apply, please complete the following application.

Please submit the completed request by the RFP Closing date:

Tuesday, April 27, 2021 @ 4:00 pm PST

Proposals should be in a sealed package unless Proposal is in email format, marked “CONFIDENTIAL RFP-2021- 06 (Non-Motorized Watercraft Rental Concession Licensee, One Mile Lake Park)”

Attention: Christine Burns

Manager of Recreation Services

E:-Mail: cburns@pemberton.ca

Village of Pemberton

Phone: 604-894-2340

PO Box 100, 7400 Prospect St

Fax: 604-894-2320

Pemberton, BC V0N 2L0

Website: www.pemberton.ca

BUSINESS INFORMATION

Legal Business Name: _____

Contact Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email: _____

Year Established: _____

ADDITIONAL BUSINESS CONTACT(S)

Title	Name	Email

Personal information you provide on this form is collected pursuant to Section 26 of the *Freedom of Information and Protection of Privacy Act* and will only be used for the purpose of processing the Pemberton Music Festival Community Fund application. Your personal information will not be released except in accordance with the *Freedom of Information and Protection of Privacy Act*. Questions about the collection of your personal information may be referred to Sheena Fraser, Manager of Corporate & Legislative Services (sfraser@pemberton.ca or 604-894-6135).

DETAILS OF BUSINESS

1. Describe the scope of the business (products and services to be rented/sold/provided) and how the business would benefit visitors to One Mile Lake Park (attach additional page if needed).

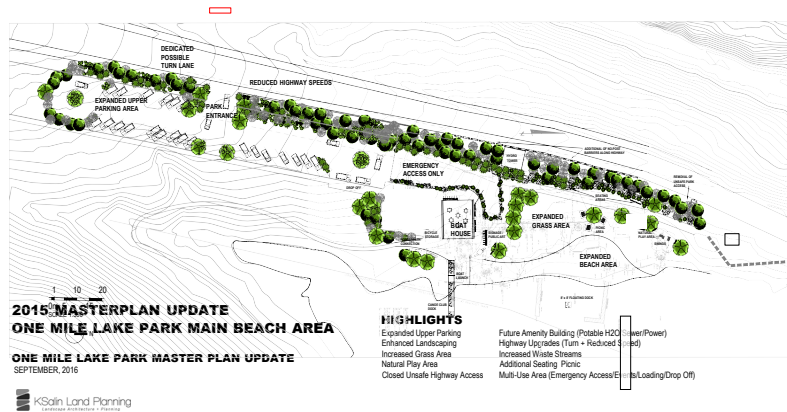
2. Describe all infrastructure and equipment the business owns and uses to operate a non-motorized Watercraft Concession (building(s), non-motorized watercraft, other relevant assets – can be in point form, attach additional page if needed). Photos an asset.

3. This five-year contract allows the business operator to leave infrastructure in place year-round; describe how you will protect and maintain your infrastructure during the off-season. (NOTE: The site is not serviced; therefore please describe if power/water/sewer is required and how you will address providing those services to the concession). Insurance must be valid for the duration of time that the structure is in place.

4. Describe your experience in non-motorized Watercraft Concession operations, as well as any additional relevant licences or certifications possessed by members of staff that benefit the operation.

5. Please describe your Safety/Emergency Plan including your Covid-19 protocols (attach additional page if needed):

APPENDIX C – One Mile Lake Park Site Map



EXPANDED UPPER PARKING AREA
PARK ENTRANCE
EXPANDED BEACH AREA