



**REQUEST FOR PROPOSALS**  
**CONCESSION SERVICES AT THE SPIRIT SQUARE BEACH HUT KIOSK**

**Issued: 24 July 2024**

**CLOSING DATE AND TIME:**

Submissions must be received at the Closing Location on or before:

10:00 AM Local Time on August 6, 2024

Village of Burns Lake contact for questions:

Frank Peebles – Economic Development Officer

Telephone: 250-692-5077

Email: [edo@burnslake.ca](mailto:edo@burnslake.ca)



Questions are requested to be submitted at least three (3) business days before the closing date.

Proponents' Information meeting:

No formal meeting will be held. Proponents wishing to view the site should contact Economic Development Officer, Frank Peebles, to schedule a site visit.

Proposals will not be opened in public





## **Instructions to Proponents**

### **Closing Date/Time/Location**

Submissions must be received on or before 10:00 AM, Local Time, August 6, 2024.

Select one (1) of the submission methods below:

1. By Email: With "Spirit Square Beach Hut Kiosk Concession Services 2024" as the subject line at this electronic address: [edo@burnslake.ca](mailto:edo@burnslake.ca)
2. By hand/courier delivery: One (1) copy of the proposal should be enclosed and sealed in an envelope clearly marked: "Spirit Square Beach Hut Kiosk Concession Services 2024" delivered to:

Frank Peebles, Economic Development Officer  
Village of Burns Lake  
15-3<sup>rd</sup> Avenue  
PO Box 570  
Burns Lake, BC, V0J 1E0

### **Amendment to Proposals**

Proposals may be amended in writing and sent via email at [village@burnslake.ca](mailto:village@burnslake.ca) on or before the closing date. Such amendments should be signed by the authorized signatory of the proponent.

### **Addenda**

If the Village of Burns Lake ("the Village") determines that an amendment is required to this RFP, the Village will post the addendum on the Village of Burns Lake website ([www.burnslake.ca](http://www.burnslake.ca)). Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the Village of Burns Lake. It is the sole responsibility of the proponent to check and ensure any and all amendments are included prior to submitting their final proposal submission.

### **Withdrawal of Proposals**

The proponent may withdraw their proposal at any time by submitting a written withdrawal email to [edo@burnslake.ca](mailto:edo@burnslake.ca) on or before the closing date.

### **Unsuccessful Vendors**

The Village of Burns Lake will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



## 1. INTRODUCTION & SCOPE

### 1.1. Purpose of the Work

The Village of Burns Lake (“the Village”) invites qualified proponents with the capabilities and experience to submit proposals to enter into an agreement for concession services at the Spirit Square Beach Hut Kiosk – 108 Park Street, Burns Lake, BC. The Village is seeking a concession operator who can add to the services/experiences at the Spirit Square/Radley Beach recreation area by offering consistent, highly competent concession management and a product offering which responds to the expected clientele.

### 1.2. Location

The kiosk is located at Spirit Square attached to the washroom facilities, with a primary view of the lake and campground. The concession service space is approximately 8.4 square metres (90 square feet) located past the south end of the curling rink, immediately beside the children’s play park. It is equipped with a paved and covered outdoor patio 3.6x2.3 metres (12x7.5 feet), interior counters, sink, small fridge, small freezer, two serving windows (one facing the lake, one facing the inner square), and water cooler, plus various other portable amenities (table, chairs, display hangers, “Open” etc.) listed in **Appendix 1: Equipment List**.

### 1.3. Facility Operations Summary

Typically, the Beach Hut Kiosk operates in the warmer months only. It is there to serve tourists and local users of the Spirit Square area, previously operated by staff of the Visitor Information Centre as a satellite of the main VIC located downtown on the highway. This new concession venture would be an enhanced use of this space. In the winter/shoulder seasons September – March, the Village would be open to discussions about additional open times, based on the proponent’s input. Some basic informational services for tourists would still be expected of the proponent.

As a lakeside hub of activity (special events, random enjoyment of the lake and playground, use of the nearby kayaks and skatepark, campers in the overnight parking spots, etc.), Spirit Square is often a busy place. Winter events such as hockey tournaments and curling bonspiels are also potential opportunities. The Lakeside Multiplex removes the ice from both the curling rink as well as the arena April, at which time various dry-floor activities take place in the building. The kiosk is attached to the Spirit Square washroom facilities which are typically closed during winter months, and may or may not be open during the proponent’s intended hours of operation. Additional washrooms and other public amenities are available as well inside the Multiplex facility that may or may not coincide with the proponent’s kiosk operations.

## 2. REQUIREMENTS

### 2.1. Scope of Work

The agreement term shall be for the duration of the 2024 tourism season, with a mutual option to renew following review. Business may commence as early as August 7, 2024. The successful proponent will be the sole, exclusive and official food and beverage supplier, distributor and



advertiser for concession services at the Beach Hut Kiosk during this agreement. This agreement is intended to be complementary to the concession proponent doing business within the adjacent Multiplex, so respectful practices are to be observed towards that proponent. Additionally, other vendors may do their business in Spirit Square as part of semi-regular or special events, and the Beach Hut Kiosk proponent is expected to work in complementary fashion to all those ventures so long as they are compliant with Village licenses and policies. In the event a beverage company other than the successful proponent sponsors an event, the successful proponent authorizes through express written consent the approval for specialized signage and other event-related paraphernalia including but not limited to hats, t-shirts, and headbands. The Village agrees to notify the successful proponent in writing at least two (2) weeks prior to such an event. All determinations regarding product equivalency and exclusivity will be at the Village's sole discretion. The Village will endeavor to make decisions in a reasonable manner based on the available information. The Village and the successful proponent will work cooperatively to resolve situations. However, the Village will always remain the final decision authority in all matters.

## 2.2. Proponent Responsibilities

Proponents must provide a turnkey concession operation, including but not limited to all equipment, (except as noted in **Appendix 1: Equipment**) supplies and personnel necessary to provide the food items outlined in their proposal. The concession must provide competitive, market-driven food and beverage service. All costs of operating the concession will be to the account of the successful proponent. The proponent will assume the full risk and responsibility for any loss or damage to the equipment.

A rental payment to the Village of Burns Lake shall be made monthly, **payable on the first calendar day of each month. The amount is to be determined by proponent proposal leading to negotiated terms.**

A **security deposit in the amount of \$500.00** will be payable to the Village of Burns Lake upon execution of an agreement. The security deposit will be returned to the proponent at the end of the agreement period subject to any amounts deducted for costs incurred by the Village in repairing or restoring the concession space to a condition suitable for a continuing operation, as a result of the concession operator's activities, at any time during the term of the agreement.

The successful proponent will be responsible for security of the concession premises at all times.

The successful proponent is expected to operate the concession during times specified by the Village of Burns Lake, however, the Village will work cooperatively with the successful proponent regarding hours of operation.



Proponents are advised that there may also be food and beverage vending machines in the general area and there will be no restrictions on the type of products available for sale by the vending machine operator. Other food vending may occur in the vicinity of the kiosk, per the approval of the Village.

Proponents will be required to ensure that the concession complies at all times with any regulatory bodies which govern such operations, including but not limited to any federal, provincial or local government bodies. A Burns Lake business license and record of successful health inspection will be required.

The successful proponent is to provide its own uniforms, point of sale equipment such as cash register, debit/credit hardware and internet if required.

The Proponent is expected to maintain the room, patio, and equipment in a clean, sanitary and safe condition that is satisfactory to Village policy. Daily cleaning requirements of the proponent include:

- Sweep and maintain indoor and outdoor floors
- Clean and sanitize counters, sink, cupboard, shelves, and all appliances
- Shutter door and windows when kiosk not in use
- Dispose of all garbage in the service areas
- Maintain fire safety checklists and all applicable cleaning as required for health and safety.
- The proponent will provide all cleaning supplies, product supplies and equipment required to perform the above janitorial services and must at all times abide by the regulations under the Public Health Act.

If services to be executed includes the hiring of sub-contractors, this must be clearly stated in the proposal.

Available storage space is restricted to within the kiosk area. No other storage space is available.

Any and all permits required by the various agencies with jurisdiction is the responsibility of the successful proponent with copies provided to the Village.

Proponents will be required to dispose of garbage and recyclables in the disposal facilities provided by the Village.

The successful proponent shall provide proof of general commercial liability insurance coverage in an amount of not less than five million dollars (\$5,000,000). The successful proponent shall be required to add the Village to the policy of insurance as an additional named insured.



Additionally, the tenant is required to carry their own contents insurance.

The successful proponent will be designated as prime contractor for the purposes of the Worker's Compensation Board Occupational Health and Safety Regulations for the Province of BC for the occupied space. The successful proponent must be willing and qualified to assume this responsibility. The successful proponent must ensure that all staff engaged in concession operations are trained and qualified in accordance with any applicable federal, provincial and municipal laws, bylaws and regulations affecting the work. The successful proponent must ensure that all staff are properly supervised, wear the appropriate personal protective equipment, and all work is performed in compliance with the latest WorkSafeBC regulations.

Any proposed alterations or renovations are at the cost and responsibility of the proponent and require Village approval prior to construction.

Signage for the concession must be approved by the Village. No additional wall-hanging or decoration is to be installed without approval from the Village.

The operating proponent may have their access and ability to do business in the Beach Hut Kiosk restricted or terminated at any time by the Village of Burns Lake should there be, at the discretion of the Village, any breach of safety, security, legality or public interest. Should termination be chosen by the Village, the proponent (or anyone acting on behalf of the proponent) will be permitted no further access to the site and the proponent's personal contents of the Beach Hut Kiosk will be removed from the premises by or under supervision of the Village. Should the proponent not claim their contents within 30 days from the issuance of termination, the items become the sole property of the Village.

Should the proponent choose to end their business operations at the Beach Hut Kiosk site, 30 days' notice must be provided to the Village, including full payment for the entire final month included in the notice period.

### **2.3. Village of Burns Lake Responsibilities**

The Village will provide equipment space, power, natural gas and water to the concession location, within seasonal policies. Proponents should review the existing space for accurate measurements. Proponents are entirely responsible for determining whether the location can accommodate their equipment. The Village will, in its sole opinion, determine whether it is prepared to permit adjustments or reconstruction of the existing space which shall in all cases be at the proponent's sole cost.

The Village will make available detailed information on scheduling of the Lakeside Multiplex and shall endeavor to keep the successful Proponent informed of any changes, additions, cancellations of programs, functions or activities.



### 3. EVALUATION CRITERIA AND EVALUATION PROCEDURES

#### 3.1. Mandatory Criteria

A completed proposal has been received on or before the noted submission date of August 6, 2024 at 10:00 AM local time.

#### 3.2. Non-Mandatory Evaluation Criteria

Proposals will be assessed against the following criteria, which are not intended to be exhaustive and are not ranked in order of preference or priority:

##### 3.2.1. Company (30 Points)

- Short corporate background, history, overview, and experience of the proponent's company.
- Key corporate personnel and their role as it relates to the Village's account.
- Nearest local branch and the branch's role.
- Key contacts and their roles and responsibilities.
- The list and location of equipment to be supplied in the concession.
- Product portfolio available now and products contemplated to be added in the future, complete with estimated timelines.
- Financial management and reporting.
- Provide details on how your company will manage the concession operation.
- Proposed hours of operation including any seasonal variances in hours.
- Anything else the proponent may wish to include enhancing this section.

##### 3.2.2. References (20 Points)

- A separate section for references: THREE (3) references from locations where similar services have been provided. Indicate the term of contract, and provide a name, address and telephone contact numbers.

##### 3.2.3. Financial Information (30 Points)

- An outline of any value-added concepts such as non-monetary support, partnerships or marketing programs or any other information which the proponent believes is relevant to their proposal.
- Anything else the proponent may wish to include.

##### 3.2.4. Menu Options (20 Points)

- A separate section outlining: the types of food and beverages to be provided, competitive pricing, strategic pricing to encourage sales of healthy choices, a pleasing product presentation style, display signage on vending machines which reflects healthier choices, and awareness of current trends in the healthy choices and environmental fields.

#### 3.3. Evaluation Process

Subsequent to the submission of proposals, interviews may be conducted with a short list of proponents, but there will be no obligation to receive further information, whether written or





oral, from any proponent.

The Village of Burns Lake will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed.

At the option of the Village of Burns Lake, proponents may be required to make a presentation to assist in the evaluation process. Proponents acknowledge, without conditions of any kind, that the Village of Burns Lake is under no obligation to provide an opportunity for a presentation by any proponent, and may select a successful proponent without presentations by others.

#### **3.4. Financial Stability**

The successful proponent may be required to demonstrate financial security and must be legally able to conduct business in BC.

### **4. PROPOSAL FORMAT**

#### **4.1. Format**

Evaluation of proposals is made easier when proponents respond in a similar manner. The following format and sequence should be used to provide consistency in proponent response and to ensure that each proposal receives full consideration. All pages should be consecutively numbered.

- Title page, showing Request For Proposal title, closing date and time, proponent's name, address, telephone number, and contact name.
- One-page letter of introduction identifying the proponent and signed by the person or persons authorized to sign on behalf of, and bind the proponent to, statements made in the proposal.
- Table Of Contents including page numbers.
- A short one or two page summary of key features of the proposal.
- The body of the proposal addressing items in the order noted above under section 3.2 Non-Mandatory Evaluation Criteria.

### **5. GENERAL CONDITIONS**

#### **5.1. No Contract**

By submitting a Request For Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

#### **5.2. Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

A proponent that is a member of the Burns Lake & District Chamber of Commerce is preferred.



A proponent that is a participant of the Burns Lake Farmers' Market is preferred.

A proponent that is a resident of the Lakes District is preferred.

A proponent that can demonstrate additional economic benefit to the Lakes District as a result of their proposed operation of the kiosk is preferred.

A proponent must have a business license in good standing with the Village of Burns Lake at the time of opening.

### **5.3. Acceptance and Rejection of Submissions**

This RFP does not commit the Village in any way to select a preferred proponent, or to proceed to negotiate a contract, or to award any contract. The Village reserves the right in its sole discretion to cancel this RFP, up until award, for any reason whatsoever.

The Village may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the Village may, as a condition of acceptance of the submission, request a proponent to correct a minor or inconsequential irregularity with no change in the submission.

### **5.4. Conflict of Interest**

Proponents shall disclose in their proposals any actual or potential conflict of interest and existing business relationships it may have with the Village, its elected officials, appointed officials, or employees.

### **5.5. Solicitation of Board Members and Village Staff**

Proponents and their agents will not contact any member of the Village council or Village staff with respect to this RFP, other than the Village contact named in this document.

### **5.6. No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting a proposal and for any meetings, negotiations, or discussions with the Village. The Village will not be liable to any proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent in preparing and submitting a proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

### **5.7. Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the Village in response to this RFP become the property of the Village.

### **5.8. Freedom of Information**

All submissions will be held in confidence by the Village. The Village is bound by the Freedom Of Information And Protection Of Privacy Act (British Columbia) and all documents submitted to the Village will be subject to provisions of this legislation. The successful vendor and value of



the award is routinely released.

#### **5.9. Currency and Taxes**

Any prices quoted are to be noted in Canadian dollars (CAD) and exclusive of Provincial and/or Federal Sales Taxes (PST, GST) .

#### **Appendix 1: Equipment Schedule**

All items listed remain the property of the Village of Burns Lake. Their daily maintenance requirements shall be the responsibility of the successful proponent. All repairs to the equipment listed that are the direct result of daily use shall be reported to, and be the responsibility of, the Village, as needed.

1. Chest Freezer
2. Apartment-Sized Fridge
3. Water Dispenser
4. Five Electrical Outlets
5. Display Slot-Wall (4x8 feet) and Various Hangers
6. Bistro Table and Two Chairs
7. One Shelf Unit
8. Electric "Open" Sign
9. Sandwich Board
10. Portable Fan