



REQUEST FOR PROPOSALS No. 19-042

CONCESSION SERVICES AT OCEANSIDE PLACE

ISSUED: June 7, 2019

CLOSING DATE AND TIME:

Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on June 26, 2019

Regional District of Nanaimo (RDN) Contact for Questions:

John Marcellus - Superintendent of Arena Services, Recreation & Parks

Telephone: 250-947-2552

Email: JMarcellus@rdn.bc.ca

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

Proponent's Information Meeting:

No formal meeting will be held. Proponent's wishing to view the site should contact John Marcellus 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 3:00 PM (15:00 hrs), Local Time, on June 26, 2019. Select one (1) of the Submission Methods below:

1. By Email: With "19-042 Oceanside Place Concession Services" as the subject line at this electronic address: recparks@rdn.bc.ca
Please note: Maximum email file size limit is 20MB, or less.
2. By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: "19-042 Oceanside Place Concession Services" delivered to:

Ann-Marie Harvey, Senior Secretary
RDN Recreation and Parks Department
Oceanside Place
Main Floor Reception Office
830 West Island Highway, Parksville, BC V9P 2X4

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail. Proposals received by facsimile are not accepted.

Amendment to Proposals

Proposals may be amended in writing and sent via email at recparks@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) website and send to your firm directly if you complete and return Appendix 1 "Acknowledgement of Receipt Form". 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 RDN. 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 recparks@rdn.bc.ca on or before the closing.

Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



1. INTRODUCTION & SCOPE

1.1 Purpose of the Work

The Regional District of Nanaimo invites qualified Proponents with the capabilities and experience to submit proposals to enter into an agreement for concession services at Oceanside Place. The RDN is seeking a concession operator who can maximize a return to the Regional District by offering consistent, highly competent concession management and a product offering which responds to the expected Arena clientele.

1.2 Acknowledgement of Receiving RFP

Included with the RFP documents is the “Acknowledgement of Receipt Form”, (Appendix I), which proponents should complete and return either by facsimile at 250.248.3294 or via email to recparks@rdn.bc.ca as soon as possible. This confirmation form will ensure that interested proponents will receive addendums to the RFP and any subsequent information such as our response to questions that may clarify sections of the RFP. It also acts as confirmation to us that you received the RFP document and provides you with a simple process to indicate to us if you are not interested in responding to the RFP call.

1.3 Location

The concession is located at **Oceanside Place**, 830 West Island Highway, Parksville, B.C. The concession space is approximately 313 square feet located on the main floor lobby adjacent to the Howie Meeker rink ice surface and is equipped with counters, dish sink, hand wash sink, grease trap and three serving windows and fryer ventilation. No food preparation, cold storage or serving equipment will be supplied.

1.4 Facility Operations Summary

Typically, Oceanside Place operates year-round. In the winter season September – March, the Regional District provides user group’s access to the facility for approximately 18 hours per day. User groups include minor hockey, a figure skating club, recreational leagues and a Jr. “B” hockey club. Public sessions include senior’s hockey, adult only skates, parent & tot sessions, occasional special event skates and general admission weekend skating for all ages.

Oceanside Place removes the ice from 1 ice sheet typically in mid-April at which time Lacrosse becomes the primary user. In July the ice goes back in to accommodate the summer skating and hockey schools. The concession currently closes for the majority of the time between April and July with the exception of Lacrosse (games/tournaments), the 3-day annual Home Show in May and the occasional special event which in the past has included conventions, circus and boxing.

2.0 REQUIREMENTS

2.1 Scope of Work

The agreement term shall be **three (3)** years commencing on August 1, 2019 and ending on July 31, 2022.



The successful proponent will be the sole, exclusive and official food and beverage supplier, distributor and advertiser for concession services at the Oceanside Place during this agreement. 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 RDN 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 RDN's sole discretion. The RDN will endeavor to make decisions in a reasonable manner based on the available information. The RDN and the successful proponent will work cooperatively to resolve situations. However, the RDN will always remain the final decision authority in all matters.

At the time of proposal, the RDN allows bottled water to be sold in recreation facilities. That being said, the RDN Board could at any point change their stance during the contract period and the successful proponent would be expected to work with RDN staff to implement the Board's direction. Standard water coolers and plumbed water and fountains are exempt from the agreement.

On occasion, the RDN reserves the right to cover up beverages or signage for a specific event held in the facilities. The RDN would inform the successful proponent in writing two weeks in advance of this occurring. The RDN will provide written 5 days written notice of any signage coverage which may be necessary.

2.2 **Healthy Choices**

The Regional District is inviting proposals that provide: competitive pricing, strategic pricing to encourage sales of healthy choices, a pleasing product presentation style, display signage which reflects healthier choices, and awareness of current trends in the healthy choices and environmental fields.

RDN Recreation and Parks have instituted a plan to promote healthy choices for food and beverages based upon the *Nutritional Guidelines for Vending Machines in BC Public Buildings* which identifies four categories: Choose Most, Choose Sometimes, Choose Least and Not Recommended, to set transitional targets. In 2010, the RDN adopted the *RDN's Healthy Choices Philosophy and Guiding Principles. (Appendix 3)*

2.3 **Proponent Responsibilities**

Proponents must provide a turnkey concession operation, including but not limited to all equipment, supplies and personnel necessary to provide the food items outlined in their proposal. All costs of operating the concession will be to the account of the successful proponent.

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



The successful proponent is expected to operate the concession at a minimum, during times specified by the Regional District however the Regional District will work cooperatively with the successful proponent regarding hours of operation. The successful proponent will be required to open and operate the Oceanside Place Concession for the duration of all public skating sessions, Jr. B hockey games, special events and tournaments. Additional hours of operation will be congruent with the day to day activities and client flow within the facility.

There are some unknowns with respect to maintenance shut down requirements. Proponents are advised to consider that the facility or portions thereof may be closed for maintenance activities for up to 6 weeks, generally between May 1st and August 31st. Maintenance closures may be required annually.

Proponents are advised that there will also be food and beverage vending machines in the main lobby and/or on the mezzanine level and there will be no restrictions on the type of products available for sale by the vending machine operator other than those specified in the Food and Beverage Vending agreement.

Proponents will be required to ensure that the concession complies at all time with any regulatory bodies which govern such operations, including but not limited to any federal, provincial or local government bodies.

A security deposit in the amount of \$1,000 will be payable to the Regional District of Nanaimo 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 Regional District 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. Interest on the deposit will be calculated and paid at 2% compounded annually.

The successful proponent shall remit commissions on an agreed upon time frame basis, supported by a summary of the sale of all goods. The proponent is required to submit an illustrative sample of the type of report showing sales and commissions payable to the RDN with the proposal.

Proponents will be required to work with the Regional District to maintain the Healthy Food and Beverage Initiative in accordance with the Department's Healthy Choices Philosophy and Guiding Principles as outlined in Appendix 3 under Year 3 of the Plan.

No liquor, cigarettes, gum, nuts in shells, lottery tickets, or candy floss is to be sold at any time.

The proponent shall ensure that product sales align with Year 3 of the Food Services Transition Chart in Appendix 3 for the term of the agreement.



The proponent is required to submit semi-annual reports showing the products sold in the Healthy Choices (CM, CS, CL, NR) categories on July 31 (for January-June) and January 31 (for July- December).

ATMs and /or bank machines are exempt from this agreement.

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

The successful proponent must keep up, maintain, repair and service their equipment at its own expense and provide own janitorial services & supplies.

Available storage space is restricted to within the concession 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 RDN.

The successful proponent will be required to comply with the recycling program in effect at Oceanside Place and provide recycling containers within the concession space as necessary. Proponents will be required to dispose of garbage and recyclables in the central disposal facilities provided by the Regional District.

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 Regional District to the policy of insurance as an additional named insured.

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 engaged properly supervised, wear the appropriate personal protective equipment and all work is performed in compliance with the latest WorkSafe BC regulations.

2.4 **Regional District Responsibilities**

The RDN will provide equipment space, power, natural gas and water to the concession location. Proponents should review the existing space for accurate measurements. Proponents are entirely responsible for determining whether the locations can accommodate their equipment. The RDN 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.

Available power is 100 amp, 120/208V.



The RDN is responsible for the semiannual inspection services for the commercial kitchen hood system and replacement of any lighting.

The RDN will provide and maintain any recycling containers for recyclable items from the concession operation and shall retain all recyclable containers to its own account.

The Regional District will be responsible for the security of the main entrances to Oceanside Place at all times.

The RDN will provide to the successful proponent an orientation in regards to the policies and procedures that are in place at Oceanside Place for the safety of the staff and the public.

The Regional District will work cooperatively and on a best efforts basis to minimize concurrent food sales within Oceanside Place or on the Oceanside Place legal parcel of land. Examples of concurrent food sales might include circus or midway type operations, which may sell cotton candy and other similar food products. The Regional District will on a best efforts basis require such events to not sell foodstuffs which would compete with those normally sold in the concession. Food fairs, home shows or similar types of events selling beverages and/or food products as an integral part of the event will be permitted to do so in all cases. Oceanside Place user groups will also be permitted to provide free food and beverages to their participants. Some tournaments and special events may also occur where a portion of their allowable activity may include limited food sales.

The RDN will supply a weekly facility schedule and calendar of events for the concession operator.

2.5 Other

Proponents are advised that there is a Food and Beverage Vending Services agreement that exists within Oceanside Place. The Vending Operator follows the Healthy Choices philosophy with a separate approved plan. It is expected that products and prices will not conflict between the successful proponent and the Concession Services Operator. The successful proponent is to maintain an effective working relationship with the Food and Beverage Vending Services Operator. Proponents are advised that there is an Advertising agreement that exists with a contractor and that advertising must conform to the agreement.

3.0 EVALUATION CRITERIA AND EVALUATION PROCEDURES

3.1 Mandatory Criteria

A completed proposal has been received on or before the submission date of June 26, 2019 at 3:00 p.m. PDT.

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:

A. **Company (30 Points)**

- Short Corporate background, history, overview, and experience of the Company.
- Key Corporate personnel and their role as it relates to the RDN'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 & reporting.
- Provide details on how your company will manage the concession operation.
- Anything else the proponent may wish to include enhancing this section.

B. **References (20 Points)**

A separate section for references: **THREE (3)** references from locations where similar services have been provided within the past **TWO (2)** years. Indicate the term of contract, and provide a name, address and telephone contact numbers.

C. **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
- A percentage of monthly gross revenues (commission) to be offered to the RDN, in addition to the terms and schedule of payments.
- An illustrative sample of the type of report to be provided showing sales and commissions payable to the RDN
- Anything else the proponent may wish to include.

D. **Healthy Choices (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.
- An illustrative sample of the type of report to be provided showing product sales and how they meet the requirements of Year 3 of the Plan.

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 RDN will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed.

At the option of the RDN, proponents may be required to make a presentation to assist in the evaluation process. Proponents acknowledge without conditions of any kind, that the RDN 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.

4.0 **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.

- a) Title page, showing Request for Proposal title, closing date and time, proponent's name, address, telephone number, and contact name.
- b) 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.
- c) Table of Contents including page numbers.
- d) A short one or two page summary of key features of the proposal.
- e) The body of the proposal addressing items in the order noted below under Proposal Content.

4.2 **Proposal Content**

Your proposal should include the following information:

- a) Company profile that briefly summarizes your organization, its size, the number of years in business and the scope of products and services you offer;
- b) Name, title and telephone number of the employee authorized to negotiate and to ratify an agreement for this service;
- c) Brief summary of similar contracts undertaken within the last three years;

- d) Minimum of three references from locations where similar services have been provided within the past two years. Indicate the term of contract, and provide a name, address and telephone contact numbers;
- e) Summary of Financial Information Form showing the percentage of monthly gross revenues (commission fees) to be offered to the RDN, the terms and schedule of commission fee payments or any marketing fund amounts. Use Appendix II Summary of Financial Information Proposal Form to submit your proposal;
- f) An illustrative sample of the type of report to be provided showing sales and commissions payable to the RDN; and how product sales meet Year 3 of the Healthy Choices Plan;
- g) Any other information the Proponent feels is relevant to the RFP;

5.0. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

6.0 GENERAL CONDITIONS

6.1 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.

6.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

6.3 Acceptance and Rejection of Submissions

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

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN 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.

6.4 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 RDN, its elected officials, appointed officials or employees.



6.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

6.6 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 RDN. The RDN 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.

6.7 Ownership of Proposals

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

6.8 Freedom of Information

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

6.9 Currency and Taxes

Any prices quoted are to be:

- a) In Canadian dollars and;
- b) Exclusive of Provincial and/or Federal Sales Taxes (PST, GST)



APPENDIX 1

REGIONAL DISTRICT OF NANAIMO

RFP – CONCESSION SERVICES - OCEANSIDE PLACE

ACKNOWLEDGEMENT OF RECEIPT FORM

Return form by fax or email as soon as possible to:

Ms. Ann-Marie Harvey
 Senior Secretary
 FAX: (250) 248-3294
recparks@rdn.bc.ca

Company Name:			
Address:			
Phone:		Fax:	
Contact:			
Signature:			

We have received a copy of the above-noted RFP and:

- _____ we will be submitting a proposal
- _____ we will not be submitting a proposal



**APPENDIX 2
REGIONAL DISTRICT OF NANAIMO**

RFP – CONCESSION SERVICES - OCEANSIDE PLACE

SUMMARY OF FINANCIAL INFORMATION PROPOSAL FORM

To: Ann-Marie Harvey, Senior Secretary
 RDN Recreation and Parks Department - Oceanside Place
 830 West Island Highway, Parksville, BC V9P 2X4

The undersigned Proponent, having carefully read and examined the Request for Proposal and having full knowledge of the concession services, agrees to provide the following commission fees, marketing funds, or other fees to the Regional District of Nanaimo:

Name of Proponent:			
Address:			
Phone:		Fax:	
Name, Signature, and Title of Signing Officer:			
Date:			
<u>SUMMARY OF FINANCIAL INFORMATION PROPOSAL SCHEDULE</u>			
% of Monthly Gross Revenues for Commission Fee:			
Terms and Schedule of Commission Fee Payments:			
Marketing Fund amount:			
Options :(explain)			

Appendix 3

Healthy Choices Philosophy and Guiding Principles

RDN Recreation and Parks Department

Background:

In response to an ever-increasing world-wide concern regarding inactivity and obesity rates the British Columbia Provincial Government made a commitment to affect change in the lives of British Columbians. The Healthy Food and Beverage Sales in Recreation Facilities and Local Government Buildings Initiative (HFBS) was launched in 2008. This initiative is coordinated through the British Columbia Recreation and Parks Association and the Union of British Columbia Municipalities with funding provided through the BC Healthy Living Alliance and support from Act Now BC. In support of this initiative the Regional District of Nanaimo Recreation and Parks Department received grant funding in 2009 to assess its food services delivery and develop the Healthy Choices Philosophy and Guiding Principles. In November 2010, the Regional District of Nanaimo Board adopted the philosophy, guiding principles and three-year implementation chart as presented below.



Purpose:

To establish a philosophy and guiding principles for the provision of healthy food and beverage choices in relation to services provided through the Recreation and Parks Department. The philosophy and principles will be incorporated into the various service functions directly managed by the Department including the facilities of Oceanside Place and Ravensong Aquatic Centre and program services in District 69, Electoral Area A, and Parks.

Philosophy:

The Recreation and Parks Department is committed to encouraging and educating residents and visitors to the District 69 community in making healthy lifestyle choices, in both physical activity and eating habits.

Guiding Principles:

Healthy food and beverage choices will be available where food is sold and/or provided throughout the Department. Promotion of healthy food choices goes hand in hand with the Department's mandate to encourage physical activity and being active at all ages. This messaging will be consistently promoted as Stay Active, Eat Healthy. To promote healthy food and beverage choices, the Department will...



through Implementation:

- Adopt and implement a three year phased-in percentage transition chart for the food services contract with the goal of providing 70% Choose Most and Choose Sometimes and 30% Choose Least and Not Recommended by the end of the three year period (see Appendix I).

Adopt and implement a three year phased-in percentage transition chart for the large vending machines contract with the goal of providing 0% Choose Least and Not Recommended by the end of the three year period (see Appendix I).

Evaluate the contracted food operator and vending services provision of healthy food and beverage choices (by number of products) as per the adopted percentage transitions for the three year period.

Require the contracted food operator and vending services to display healthy choices as the most visible choice in the food services area and vending machines.

Recommend that smaller portion-sized selections be made available in all food and beverage categories to ensure consumers have a range of choices regarding portion size and price.

Monitor the healthy food and beverage choices provided in vending machines and food services every six months to ensure percentage goals and healthy choices guidelines are being met.

Offer healthy food choices in all Department organized programs, meetings and events, where food and beverages are provided.

Provide alternatives for program incentives and prizes (e.g. stickers) instead of food and beverage incentives for Department organized programs and events.

Through Education:

Support recreation programs, camps, events and birthday party patrons in making healthy snack and meal choices through the distribution of information packages.

Support all RDN staff, including summer staff and instructors, in choosing healthy snack, lunch and meeting food and beverages.

Stay current of relevant information and best practices for the provision of healthy food and beverages.

Through Communication:

Dedicate space in the Active Living Guide to educate District 69 about the Department's commitment to staying active and eating healthy.

Display and maintain "Stay Active Eat Healthy" signage.



Provide patrons with "healthy choices" educational information.

Provide media with information to increase public awareness regarding the "Healthy Choices" initiative available through the Recreation and Parks Department.

Three Year Percentage Transition Chart

	Recommended %			Recommended %		
	of Choose Most and Choose Sometimes	Choose Most	Choose Sometimes	of Choose Least and Not Recommended	Choose Least	Not Recommended
Year 1						
Vending	70%	50%	20%	30%	15%	15%
Food Services	50%	25%	25%	50%	25%	25%
Year 2						
Vending	80%	60%	20%	20%	10%	10%
Food Services	60%	35%	25%	40%	20%	20%
Year 3						
Vending	100%	70%	30%	0%	0%	0%
Food Services	70%	50%	20%	30%	15%	15%



OCEANSIDE PLACE CONCESSION SERVICES AGREEMENT

THIS AGREEMENT made the [redacted] day of [redacted], 2019

BETWEEN: The Regional District of Nanaimo
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(Hereinafter called the "Regional District") OF THE FIRST PART

AND: <Name of Concession Operator>
(Hereinafter called the "Concession Operator") OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto covenant and agree each with the other as follows:

1. Services

The Concession Operator agrees to provide Food and Beverage Concession Services at Oceanside Place, located at 830 West Island Highway, Parksville, BC, as per the terms and conditions as further described herein, and to provide the services in a diligent manner. Any changes to the original agreement will be via written amendments signed off by both parties and incorporated as part of this agreement.

2. Term

The Concession Operator will provide the services during the period (hereinafter called the "Term") commencing on August 1, 2019 and ending on July 31, 2022 unless sooner terminated as hereinafter provided.

3. Concession Operator Fees

- a) The Concession Operator agrees to remit payment to the Regional District, a monthly commission fee of <Enter percentage> of the monthly gross sales revenue of the concession and catering services. A sales report shall accompany the payment as outlined in Appendix 3.
- b) To remit payment of the fee on or before the 15th of each month of the term commencing September 15, 2019 through to August 15, 2022.

- c) A security deposit in the amount of \$1,000 will be payable to the Regional District of Nanaimo upon execution of this 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 Regional District 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. Interest on the deposit will be calculated and paid at 2% compounded annually.
- d) Cheques shall be payable to:

Regional District of Nanaimo
Recreation and Parks Department
Oceanside Place
830 West Island Highway
Parksville, BC, V9P 2X4

4. Independent Contractor

- a) The Concession Operator will at all times be an independent contractor and not a servant, employee or agent of the Regional District.
- b) The Concession Operator will be responsible for the conduct of any persons employed or used to provide the services. A list of employees will be supplied to the Regional District identifying the role they will have in managing the concession operation and accompanied by a copy of their food safe certification.
- c) The Regional District reserves the right to prohibit access to the Oceanside Place facility and/or the concession by the Concession Operator and/or its employees, where in the sole unrestricted opinion of the responsible Regional District employee, the behavior of the Concession Operator and/or its employees is deemed to be disruptive to the safe and enjoyable functioning of the Oceanside premises.
- d) The Concession Operator shall have no right of recourse against the Regional District if the Regional District exercises its right to prohibit under this section. The Regional District will in its sole unrestricted opinion determine if and when the Concession Operator and/or its employees may be permitted access to Oceanside Place or concession space and the Regional District shall incur no liability for loss of profit related to a prohibition under this section. In the event the Regional District does not permit the Concession Operator to re-enter the Oceanside Place premises this agreement shall be considered to be terminated in accordance with Section 17(c).

5. Assignment and Sub-Contracting

- a) The Concession Operator shall not, without the prior written consent of the Regional District, assign or sub-contract this Agreement or any portion thereof.

- b) The Regional District reserves the right, in its sole unrestricted opinion, to not permit any assignment or sub-contracting of this agreement.
- c) In the event the Regional District does not permit an assignment or sub-contracting of this agreement, the agreement shall be considered to be terminated in accordance with Section 17(c).

6. Indemnity

- a) The Concession Operator shall indemnify and save harmless the Regional District from and against all injury, damage, actions, causes of action, suits, claims and demands of whatsoever nature which may result or be brought or made by reason of any act or default of the Concession Operator, their servants, agents or employees, or on account of any connection with any loss, damage or injury to persons or property in any manner based upon, arising out of or incidental to the use and occupation of the premises by the Concession Operator. Such indemnity shall extend to legal expenses incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.
- b) The Concession Operator shall assume all risk of loss, damage or injury to their property, or to the persons or property of their servants, agents or employees.

7. Insurance

- a) Prior to the commencement of the services the Concession Operator shall provide a certificate of general commercial / comprehensive liability insurance in the amount of not less than five million dollars (\$5,000,000) per single occurrence which shall provide coverage for premises and operations liability, legal liability, products liability, employers liability, contractual liability, property damage, personal injury and bodily injury. Property damage including fire insurance for equipment, inventory and supplies owned or leased by the operator. Theft by third parties or employees.

The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a standard cross liability clause and a clause requiring notification of the Regional District 30 days in advance in the event that the insurance policy is cancelled.

- b) The deductible on the policy of the Insurance shall be not more than five thousand (\$5,000) dollars for any one claim.
- c) If the Concession Operator does not provide or maintain the Insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a time and the Concession Operator shall pay to the Regional District as additional fees the amount of the premium immediately on demand.
- d) If both the Regional District and the Concession Operator claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of

the claim of the Regional District and the balance, if any, to the settlement of the claim of the Concession Operator.

- e) The Concession Operator shall ensure that vehicles owned and/or operated by the Concession Operator in connection with this agreement maintain Third Party Legal Liability Insurance with I.C.B.C. and/or a private carrier in an amount not less than two million dollars (\$2,000,000).

8. WCB Coverage & Prime Contractor

- a) The Concession Operator will provide to the Regional District, prior to commencement of the Term, evidence satisfactory to the Regional District that the Concession Operator has paid and satisfied any and all assessments payable under the Workers Compensation Act or any regulation thereunder with respect to the services to be provided under this agreement.
- b) The Concession Operator shall attend a facility orientation meeting prior to commencing operation of the concession.
- c) The Concession Operator agrees to 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 agrees it is willing and qualified to assume this responsibility.
- d) The Concession Operator shall ensure that all workers are trained and supervised in accordance with the Workers' Compensation Act and the applicable Safe Work Procedures of the Regional District of Nanaimo.

9. Equipment

- a) The Concession Operator shall supply and install all equipment necessary for the operation of the Concession. Equipment must comply with all applicable codes and agencies with jurisdiction.
- b) All signage, menu boards and promotional materials will be for the account of the Concession Operator and will not be erected or displayed without the written consent of the Regional District or a representative having jurisdiction at Oceanside Place.
- c) No alterations to the Concession and/or the surrounding area will be permitted without the written consent of the Regional District or a representative having jurisdiction at Oceanside Place.
- d) The Concession Operator shall, at all times, at their cost and expense, keep the concession and its equipment in proper mechanical working order and shall maintain the Concession in a clean, attractive and sanitary condition to the satisfaction of the Regional District.

- e) The Concession Operator shall be liable and responsible for the costs of repairing or making good any damage or marring of any Regional District property caused by the Operator or any employee or agent of the Operator fulfilling the terms of this agreement. Where the damages are not remedied forthwith the Regional District shall use all or part of the security deposit under Section 3(c) to make the repairs and the Concession Operator shall repay to the Regional District the costs within 10 working days so that the security deposit remains at all times during the term of the agreement at a minimum of \$1000.

10. Operating Requirements

- a) The Concession Operator will respect any exclusive Food and Beverage rights associated with the Oceanside Place Vending Services agreement.
- b) The Concession Operator shall be required to open and operate the Oceanside Place Concession, at minimum, for the duration of all public skating sessions, Jr. B hockey games, special events and tournaments. Additional hours of operation will be congruent with the day to day activities and patron flow within the facility. Changes to the minimum concession hours may be considered and implemented as agreed upon by both parties and attached in writing to the agreement. A schedule of typical hours of operation shall be provided and reviewed semi-annually with the Regional District prior to the winter season (September 1st) and shoulder season (April 1st) facility schedules. Any changes to this schedule shall require mutual consent of the Concession Operator and the Regional District.
- c) The Concession Operator will post weekly operation hours in a location on the exterior of the concession.
- d) The Concession Operator will respect all facility parking/loading restrictions unless waived in writing by the Regional District.
- e) The Concession Operator shall pay all lawful taxes, rates and charges assessed against the Concession Operator.
- f) The Concession Operator will post in clear sight a complete and itemized product list (menu board) with all applicable prices. The Concession Operator will be responsible for the costs associated with revising the menu board on an annual basis as applicable.
- g) The Concession Operator will be solely responsible for cleaning the concession and the provision and storage of cleaning products within the Concession area.
- h) Storage of equipment and products must be contained within the concession area. No other storage will be provided by the Regional District. The Regional District may at its discretion provide temporary storage.

- i) All food preparation and sales must be contained within the concession space. The Concession Operator may request in writing occasional relaxation of this requirement for special events. The Regional District reserves the right to permit or deny any requests.
- j) The Concession Operator will clean the concession grease trap twice annually at a minimum. Any grease or residue as a result of this cleaning must be collected in an appropriate receptacle with leak proof lid and be disposed of in an exterior trash bin.
- k) The Concession Operator will conduct no other business within Oceanside Place or on the Oceanside Place legal parcel of land other than that required to operate the concession at Oceanside Place.
- l) The Concession Operator will work with the Regional District to implement the Healthy Food and Beverage initiative in accordance with Year 3 of the Department's Healthy Choices Philosophy and Guiding Principles and as outlined in Appendix 1. The sale of liquor, cigarettes, gum, nuts in shells, lottery tickets or candy floss is strictly prohibited.
- m) The Concession Operator will submit semi-annual reports showing the products sold in the Healthy Choices (CM, CS, CL, NR) categories. The reports shall be submitted and reviewed at a meeting between the Concession Operator and the Regional District on or about July 31 for (January-June) and January 31 (for July- December).
- n) The Concession Operator shall supply own uniforms, point of sale equipment such as cash register, debit and credit card hardware, internet, and telephone services.
- o) The Concession Operator shall follow recycling practices in effect within Oceanside Place as directed by the Regional District.
- p) The Concession Operator shall not lease, sublet, assign or otherwise delegate this agreement to a third party without the express written consent of the Regional District.

11. Facility Closures

- a) The Regional District will provide 5 days written notice of any facility shutdown periods. The Regional District will incur no liability for loss of revenue during shutdown periods regardless of the final length of the shutdown required.
- b) Closures resulting from circumstances beyond the Regional District's control will not result in any liability for loss of revenue regardless of the final length of the shutdown required. No notice shall be required where the closure is of a sudden or emergency nature and any such notice will be made on a best efforts basis.
- c) The Regional District reserves the right to require "TEMPORARY CLOSURE" of the concession for specific events upon 30 days written notice and mutual agreement.

12. Regional District Rights and Responsibilities

- a) The Regional District will provide designated space indicated as Concession and outlined on the floor plan attached to this Agreement (Appendix 2), and utilities (heat, natural gas, power and water) at no charge to the Concession Operator. The Regional District shall not be liable to the Concession Operator for any damage or loss occasioned by a lack of heat, natural gas, power or water.
- b) The Regional District will work cooperatively and on a best efforts basis to minimize concurrent food sales within Oceanside Place or on the Oceanside Place legal parcel of land. Examples of concurrent food sales might include circus or midway type operations, which may sell cotton candy and other similar food products. The Regional District will on a best efforts basis require such events to not sell foodstuffs, which would compete with those normally sold in the concession. Food fairs, home shows or similar types of events selling beverages and/or food products as an integral part of the event will be permitted to do so in all cases. Oceanside Place user groups will also be permitted to provide free food and beverages to their participants. Some tournaments and special events may also occur where a portion of their allowable activity may include limited food sales.
- c) The Regional District will provide access to a refuse bin located at the rear of the Meeker Arena in the parking area for disposal of concession operation related refuse. The Concession Operator will provide refuse containers and bags within the Concession space and the removal of refuse to the appropriate bin as described above.
- d) The Regional District will provide and maintain any recycling containers for recyclable items from the concession and shall retain all recyclable containers to its own account.
- e) The RDN is responsible for the semiannual inspection services for the commercial kitchen hood system and replacement of any lighting.
- f) The Regional District will be responsible for the security of the main entrances and the general conduct of patrons in Oceanside Place, however, it provides no assurances as to the safety of the equipment nor assumes any responsibility or liability for costs or loss of equipment or loss of revenue as a result of equipment damaged while it is located in the Oceanside Place facility. No charges of any kind, whether due to malicious damage or a lack of action on the part of the Regional District shall be recoverable against the Regional District.
- g) Provide a weekly schedule and calendar of special events.

13. Other Rights

- a) The Regional District reserves the right to negotiate a separate contract for bulk candy/cards/stickers dispensers and snack and beverage machines within the facility.



- b) All rights to retail sales including the determination of products sold and prices at which products are sold, locker rentals, equipment rentals and vending of toiletry items remain the exclusive rights of the Regional District.
- c) The Regional District acknowledges and agrees that Concession Operator shall have exclusive Food and Beverage Concession sales rights within the facility unless otherwise herein noted. The Concession Operator will be given a first right to provide expansion of food and beverage services within the facility, excluding the services referred to in sub-paragraph 12(b) above.
- d) Presently, the Regional; District allows bottled water to be sold in its recreation facilities. At any point the Regional District could change their stance, during the contract period, and the successful proponent would be expected to work with the regional District to implement the new which may include the cessation of bottled water sales.

14. Warranties

The Concession Operator agrees that the Regional District makes no claims, warranties or representations with regards to the potential volume of sales and that the Concession Operator bears the full risk of operating the Concession, including any losses which may arise there from.

15. Compliance with regulations

- a) The Concession Operator is responsible for paying, observing, providing and complying with all necessary licenses, permits and any regulations relating to the operation of a food and beverage concession service.
- b) The Concession Operator shall comply with orders issued by the Regional District insofar as such orders affect the use of the concession under this agreement.

16. Inspection of records

The Concession Operator shall permit any auditor or auditors appointed by the Regional District to inspect the books, accounts, vouchers or any other documents used by the Concession Operator for the transaction of business, as it relates to this agreement and to provide such auditor or auditors with any information or explanation that may be requested with respect to the operation.

17. Termination

- a) Notwithstanding any other provision of this Agreement:
- b) If the Concession Operator fails to comply with any provision of this Agreement or becomes bankrupt or insolvent, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Concession Operator at the address noted herein.

Equipment removal and payment of all monies accrued to the date of termination shall be effected within 14 days of termination.

- c) Either Party may upon sixty (60) calendar days (or a shorter period if mutually agreed) written notice to the other, terminate this agreement. Equipment removal and payment of all monies accrued to the date of termination shall be effected on or before the termination date.
- d) In the event that the premises are wholly or partially destroyed by circumstances beyond the Regional District's control, the Regional District may at its option, provide other accommodation for the use of the Concession Operator or alternatively, may forthwith terminate the agreement. There shall be no compensation or other rights acquired by the Concession Operator as a result of Regional District exercising its' rights under this section.

18. Dispute Resolution

In the event of a dispute arising between the Regional District and the Concession Operator as to their respective rights and obligations under this agreement, both parties agree to resolve the dispute by:

- (a) Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual written agreement including the most Senior Management of both parties;
- (b) If, after thirty (30) calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute. All mediation costs to be split equally.



SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO:

Signature

Printed Name & Title

For the <Concession Operator>:

Signature

Printed Name & Title

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

Appendix 1

Healthy Choices Philosophy and Guiding Principles

Section 1.01 RDN Recreation and Parks Department

Background:

In response to an ever increasing world-wide concern regarding inactivity and obesity rates the British Columbia Provincial Government made a commitment to affect change in the lives of British Columbians. The Healthy Food and Beverage Sales in Recreation Facilities and Local Government Buildings Initiative (HFBS) was launched in 2008. This initiative is coordinated through the British Columbia Recreation and Parks Association and the Union of British Columbia Municipalities with funding provided through the BC Healthy Living Alliance and support from Act Now BC. In support of this initiative the Regional District of Nanaimo Recreation and Parks Department received grant funding in 2009 to assess its food services delivery and develop the Healthy Choices Philosophy and Guiding Principles. In November 2010, the Regional District of Nanaimo Board adopted the philosophy, guiding principles and three year implementation chart as presented below.



Purpose:

To establish a philosophy and guiding principles for the provision of healthy food and beverage choices in relation to services provided through the Recreation and Parks Department. The philosophy and principles will be incorporated into the various service functions directly managed by the Department including the facilities of Oceanside Place and Ravensong Aquatic Centre and program services in District 69, Electoral Area A, and Parks.

Philosophy:

The Recreation and Parks Department is committed to encouraging and educating residents and visitors to the District 69 community in making healthy lifestyle choices, in both physical activity and eating habits.

Guiding Principles:

Healthy food and beverage choices will be available where food is sold and/or provided throughout the Department. Promotion of healthy food choices goes hand in hand with the Department's mandate to encourage physical activity and being active at all ages. This messaging will be consistently promoted as Stay Active, Eat Healthy. To promote healthy food and beverage choices, the Department will...



(i) Through Implementation:

- Adopt and implement a three year phased-in percentage transition chart for the food services contract with the goal of providing 70% Choose Most and Choose Sometimes and 30% Choose Least and Not Recommended by the end of the three year period.

Adopt and implement a three year phased-in percentage transition chart for the large vending machines contract with the goal of providing 0% Choose Least and Not Recommended by the end of the three year period (see Appendix I).

Evaluate the contracted food operator and vending services provision of healthy food and beverage choices (by number of products) as per the adopted percentage transitions for the three year period.

Require the contracted food operator and vending services to display healthy choices as the most visible choice in the food services area and vending machines.

Recommend that smaller portion-sized selections be made available in all food and beverage categories to ensure consumers have a range of choices regarding portion size and price.

Monitor the healthy food and beverage choices provided in vending machines and food services every six months to ensure percentage goals and healthy choices guidelines are being met.

Offer healthy food choices in all Department organized programs, meetings and events, where food and beverages are provided.

Provide alternatives for program incentives and prizes (e.g. stickers) instead of food and beverage incentives for Department organized programs and events.

(ii) Through Education:

Support recreation programs, camps, events and birthday party patrons in making healthy snack and meal choices through the distribution of information packages.

Support all RDN staff, including summer staff and instructors, in choosing healthy snack, lunch and meeting food and beverages.

Stay current of relevant information and best practices for the provision of healthy food and beverages.

(iii) Through Communication:

Dedicate space in the Active Living Guide to educate District 69 about the Department's commitment to staying active and eating healthy.

Display and maintain "Stay Active Eat Healthy" signage.

Provide patrons with "healthy choices" educational information.



Provide media with information to increase public awareness regarding the "Healthy Choices" initiative available through the Recreation and Parks Department.

Three Year Percentage Transition Chart

	Recommended %			Recommended %		
	of Choose Most and Choose Sometimes	Choose Most	Choose Sometimes	of Choose Least and Not Recommended	Choose Least	Not Recommended
Year 1						
Vending	70%	50%	20%	30%	15%	15%
Food Services	50%	25%	25%	50%	25%	25%
Year 2						
Vending	80%	60%	20%	20%	10%	10%
Food Services	60%	35%	25%	40%	20%	20%
Year 3						
Vending	100%	70%	30%	0%	0%	0%
Food Services	70%	50%	20%	30%	15%	15%

S.A.

Appendix 3

**SUMMARY OF CONCESSION SALES
OCEANSIDE PLACE**

For the month of: _____

* Concession Food Sales \$ _____

* Catering Food Sales \$ _____

Total for month \$ _____

Less GST \$ _____

 Net Sales (A) \$ _____

Commission to RDN
 <enter %> x (A) \$ _____

Add GST \$ _____

Total Payment \$ _____

*Supported by daily till tapes and invoices food services/catering sales