



CORPORATION OF THE CITY OF ENDERBY

REQUEST FOR PROPOSAL

Lions Gazebo Concession Services 2024-25

OPPORTUNITY

The City of Enderby (“the City”) is interested in receiving proposals for the operation of the seasonal concession located at the Lions Gazebo (“the Gazebo”) at Riverside Park. The City is seeking an independent contractor that best demonstrates the ability to provide affordable, high quality, safe and reliable food services.

The concession service location is as follows:

- Gazebo at Riverside Park
 - a. Located at 300 Kildonan Avenue, Enderby B.C.
 - b. The concession space is approximately 200 square feet and located in the gazebo between the ball diamonds.

The City will provide several pieces of commercial kitchen equipment as detailed in this RFP. Proponents are required to satisfy themselves as to the existing conditions of the site and available equipment. A site inspection will be available on Friday, March 1, 2024 at 10:00am at the Gazebo.

The term of the service shall be for two seasons, which is approximately May 2024 through mid-September 2025. Thereafter, the parties may extend the agreement on a year-to-year basis subject to mutual agreement, with such agreement to be established no later than December 31 of the preceding year.

PROPOSAL SUBMISSION

The City will receive proposals for the supply of services specified in this RFP, in accordance with the below instructions.

All proposals must be delivered to the City no later than Friday, March 15, 2024 at 4:30pm. Emailed submissions are acceptable.

All proposals must be clearly marked with the name and address of the Proponent and the title “Enderby Concession Services”. Proposals are to be submitted to:

City of Enderby
619 Cliff Ave (PO Box 400)
Enderby BC, V0E 1V0

Email: info@cityofenderby.com

SERVICE EXPECTATIONS

1. The Proponent shall provide a concession service for the concession located at the Gazebo at Riverside Park.
 - a. Concession services shall be provided for weekend ball tournaments from May to September. Additional concession hours are available, but operation during those times is not a requirement.
 - i. The use of the Gazebo concession is non-exclusive; user groups may rent and use the Gazebo concession for their own functions.
 - ii. The Proponent will be required to move all belongings out of the concession during times when the concession is booked for use by others. The Proponent will have access to the Enderby Arena concession to store items during these times.
 1. Any movement of items out of the Gazebo Concession and into the Arena Concession must be done in coordination with the regular shift of the Parks staff.
2. The City will supply power, water, and garbage disposal services to the concessions and provide use of the following City-owned equipment:
 - a. Two-basket deep fryer (note: the Proponent will likely need to supplement this with their own deep fryer equipment)
 - b. Grill with overhead vent
 - c. Stove with oven
 - d. Upright fridge with freezer
 - e. Upright fridge without freezer
 - f. 4' x 3' freezer
 - g. Two-basin sink
 - h. Wash tub sink

The Proponent is responsible for all other supplies and inventory required for operation. All costs of operating the concessions not specified above shall be the responsibility of the Proponent.

3. Any leased or owned equipment of the Proponent must have approval from the City before installation. The City reserves the right to disallow any installation. Any associated electrical, mechanical, or other works involving changes to a facility must be approved by the City in advance.

4. The Proponent shall be required to clean and maintain all equipment in the same manner as a prudent owner during the term of the contract, including all grease traps (except when used by a third party renting the concession, in which case it shall be the responsibility of the City to ensure that the grease traps are cleaned by the third party renter). The City will be responsible for the annual commercial hood cleaning, inspection of the fire suppression system and fire extinguishers, and repairs to the City-owned equipment associated with normal wear-and-tear, but not damage caused directly or indirectly by the Proponent.
5. The Proponent agrees to obtain, at its sole cost and expense all permits, licenses and service contracts required for the operation of the business and to deal with the disposal of all grease as required by law.
6. At all times of operation, at least one staff person working in a concession must hold a valid Food Safe Certificate, in addition to the Proponent.
7. Prior to commencing operations, and within two weeks of award, the Proponent will develop a written Food Safety Plan and Sanitation Plan for approval by the Interior Health Authority. Both plans must conform to the Interior Health Authority's specifications and requirements. If the Proponent is unable to obtain the approval of the Interior Health Authority within a reasonable amount of time, the City reserves the right to select another Proponent.
8. The Proponent will be responsible for removing all belongings from the facility at the end of the season, providing a final cleaning, and returning all keys to the City.

PROPOSAL CONTENT

All proponents must use the application on Appendix A. This includes:

1. Proponent Information – complete contact information for the Proponent.
2. Service Plan - including proposed or sample menu and pricing.
3. Prior Experience and References – include at least two references who have knowledge of prior work in food service or a related field.
4. Financial Proposal – provide a concession pad fee based on a monthly rent or a percentage of gross sales.

Proponents may provide additional information pertinent to the proposal.

MANDATORY CRITERIA

All Proposals must demonstrate the Proponent's ability and reliability in delivering quality concession services meeting the terms of the RFP, which includes two reference checks.

Any Proposal that cannot demonstrate the ability to meet the mandatory criteria will not be evaluated.

EVALUATION CRITERIA

The criteria to be used in evaluating the proposals include, but are not limited to, the following:

1. Qualifications and experience (40%)
2. Menu and Pricing (30%)
3. Financial proposal (30%)

The City intends to evaluate proposals based on the best overall value to the City, which may include non-financial, qualitative, values.

INQUIRIES

Please direct all inquiries to:

Tate Bengtson, Chief Administrative Officer
250-838-7230
tbengtson@cityofenderby.com

TERMS AND CONDITIONS

The following terms and conditions apply to this RFP:

1. Verbal discussion, instructions or explanations between the City staff members, agents, employees, or representatives and a Proponent shall not become a part of or otherwise modify the RFP unless expressly confirmed in writing as an RFP modification.
2. Responses to inquiries may be posted to the City's website for the general knowledge of all Proponents, at the City's sole discretion.
3. The City may accept or reject any or all Proposals for any reason, and may negotiate with a potentially successful Proponent.
4. The City may reissue, amend, cancel, or extend this RFP at its sole discretion, and reserves the right to defer, cancel, or phase awarding of the work.
5. As part of its evaluation process, the City may request further information from a Proponent.
6. Under no circumstances shall this RFP be understood as a commitment for work, a contract, or a tender. The City is not responsible for costs incurred by the Proponent in preparing a Proposal.
7. The City does not, by issuing this RFP, incur any duty of care or contractual obligation to any interested party.
8. Proponents are strictly prohibited from engaging in any form of lobbying in relation to the RFP or with a view to influencing the outcome of this process.

9. Proponents agree to advise the City immediately of any real, perceived, or potential conflict of interest with an employee or officer of the City, including an elected official.
10. The successful Proponent must obtain a valid City of Enderby or applicable Inter-Community Business License prior to commencing work.
11. Proponents must confirm that they are active and in good standing with WorksafeBC.
12. The Proponent agrees to serve as the Prime Contractor for the purposes of ensuring the health and safety of all persons working in the concessions, in accordance with WorksafeBC requirements.
13. Proponents must carry a minimum of \$2,000,000 in liability insurance with the Corporation of the City of Enderby and the Regional District of North Okanagan as additional insureds.
14. Use of a subcontractor or assignment of the work may only occur with the written permission of the City, unless such use or assignment is explicitly referenced in the Proposal.
15. The City is subject to the provisions of the Freedom of Information and Protection of Privacy Act and all information submitted to the City become records in its care and custody for the purposes of the Act.
16. All Proponents and the City acknowledge that all Proposals are supplied in confidence and may reveal technical business information of a third party. Only the aggregate of the weighted score and the total cost for each Proposal will be made publicly available as a bid summary.
17. The City will debrief a Proponent on the detailed score for their Proposal upon request.
18. All Proponents and any other persons who, through this process, gain access to confidential or sensitive information of the City are required to keep all such information confidential. This requirement will persist after the RFP process has concluded. Such information must not be disclosed without written authorization from the City.

APPENDIX A

CORPORATION OF THE CITY OF ENDERBY

REQUEST FOR PROPOSAL – ENDERBY CONCESSION SERVICES

Proponent Information

Company/Individual Name:			
Address:			
Phone:		Email:	
GST #: (If applicable)		WCB #:	
Contact Name:		Title:	

Service Plan

Describe services. Include a sample menu and pricing. Attach extra pages or samples if necessary.

How many years of experience do you have operating a concession or similar food premises?

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References

1. Name of Organization: _____
Address: _____
Name of contact person: _____ Phone #: _____
Number of Years you worked with this reference: _____
Describe the services: _____

2. Name of Organization: _____
Address: _____
Name of contact person: _____ Phone #: _____
Number of Years you worked with this reference: _____
Describe the services: _____

Financial Proposal

The monthly rental payment to the City for the use of the Gazebo concession is \$ _____
(excluding tax).

Start and end months will be prorated to user group schedules once seasonal scheduling is
finalized.

OR

The Proponent shall pay the City of Enderby _____% of all monthly gross concession sales and
will provide the City with a report or appropriate documentation to substantiate the payment.