



City of White Rock

Request for Expressions of Interest (EOI) & Vendor Qualifications
for **Arena Concession Operator**

Please submit responses by

4:00 pm

Tuesday, September 8, 2015

Submissions to be received at:
The Corporation of the City of White Rock
Attention: Recreation and Culture Department
c/o 15322 Buena Vista Avenue
White Rock, BC V4B 1Y6

The City of White Rock is conducting an Expression of Interest process to advertise, then select and issue a contract for the operation of the Arena concession.

Objective

The City of White Rock - Recreation and Culture (“the City”) is inviting interested and qualified proponents (“the Vendor”) to submit expressions of interest to manage and operate the concession at the Centennial Arena located at 14600 North Bluff Road in White Rock.

Centennial Arena

The Centennial Arena complex is a single sheet of ice with adjoining multipurpose recreation rooms. Arena programs include public skating and lessons, and user groups from local minor hockey, figure skating and adult hockey leagues. Dry floor activities include special events, minor lacrosse, youth and adult ball hockey leagues. The hours of operation will be primarily afternoons, evenings and weekends.

The concession area is located in the Arena lobby. This service will be operated September to March for ice programs and from April to June for special events and dry floor activities. Optional operation of the concession in July and August are subject to negotiation.

Project Scope

The submission shall include a preliminary conceptual business plan for a seasonal food concession, including: scale of operation, scope of food/beverage products offered, experience and qualifications, compliance to all laws and regulations and ability to meet and/or exceed our minimum required business operation dates and times as indicated below.

The **Vendor** will fulfill their commitment to provide the following service to the City:

1. The hours of operation will be set based on scheduled activities in the facility. The successful bidder shall adequately staff, supply and operate the concession at all times. The times will be reviewed with the Director of Recreation and Culture (or designate) and subject to fair sales being achieved.
2. This Agreement shall come into effect on September 15, 2015 and shall continue to June 30, 2016.
3. In return for the permit the Vendor shall pay to the City a monthly fee due on the last business day of the previous month.
4. The Vendor shall be asked to operate the concession for special events sponsored by Recreation and Culture. The City agrees to provide the Vendor with at least two weeks’ notice of such events.
5. The Vendor shall maintain complete and accurate accounting records, which shall be open to inspection and examination by the City at any time.
6. All equipment presently contained in the concession from the time the Vendor takes over the concession is and shall remain the property of the City but shall be available

for use by the Vendor in the operation of the concession. Any service or repairs or general maintenance to any concession equipment shall be borne by the Vendor. Any additional equipment required will be the provided by the Vendor.

7. The Vendor shall be responsible for daily schedule of keeping the equipment and premises in a clean and sanitary condition and shall comply with the laws, directions, rules and regulations of the government agencies having jurisdiction over this type of facility.
8. All damage, reasonable wear and tear excepted, occasioned to the subject concession facility, including the equipment contained therein, through the misuse, abuse or negligence of the Vendor or any of its members, servants, agents or employees, shall be the sole responsibility of the Vendor and the cost of any repairs or replacements necessitated by such damage shall be paid for in full by the Vendor.
9. The Vendor shall indemnify and save harmless the City from all liability claims, damages or expenses resulting from or arising out of any act or omission by the Vendor, its servants, agents or employees in the operation of the concession, including liability for injury or damage to the person or property of the Vendor servants, agents or employees.
10. The Vendor shall be subject to and shall strictly comply with all orders, rules and regulations of the City and Sanitary or Public Health Agencies.
11. The Vendor shall permit the Recreation & Culture Director (or designate) or any Sanitary or Public Health Inspector at any time to enter upon and inspect the concession area.
12. The Vendor shall provide the City with a certificate of insurance (minimum \$5 million dollar liability insurance coverage naming the City of White Rock as added insured.)
13. The Vendor shall have a valid City of White Rock business license.
14. The City shall not be liable for the loss or injury of any property, goods or effects of the Vendor due to any cause whatsoever; nor shall it be liable for any loss or damage sustained by the Vendor resulting directly or indirectly from the Centennial Arena being closed for any reason.
15. The Vendor shall, at its own expense, obtain all licenses and permits from Municipal or Provincial authorities which may be required to operate the concession, and shall pay all taxes that may be levied against it as a result of the operation of the concession
16. The Vendor's operation of the concession, and its compliance with the terms of the agreement, shall be reviewed by the City upon expiration of the one year term and if the City is satisfied as to both, the agreement can be renewed for a further term of two

to five years subject to any changes for further condition which may be required by the City.

17. The license granted to the Vendor shall not be assigned or transferred to any other party either in whole or in part.
18. Included in the contract, will be use of the Centennial Park Leisure Centre Hall kitchen when it is available and it will be used cooperatively with user groups. It shall be the responsibility of the Vendor to ensure that the kitchen is maintained to a standard acceptable to health board regulations during the Vendor's use of the above.
19. No other food service and/or sales on site by other companies or organizations, except with the expressed permission of the Director of Recreation & Culture (or designate).
20. The Concession Operator will pre-purchase Centennial Park pay parking decals to sell to the public.

Expectations - Application Process - Instructions to Prospective Vendors

Delivery of Application

Interested vendors must submit an Arena Concession Bid Form (see Attachment A) along with a Letter of Application in sealed envelopes, delivered either by hand or by courier **by 4:00pm on Tuesday, September 8, 2015 to:**

The Corporation of the City of White Rock
Attention Sylvia Yee
c/o Recreation and Culture Department
White Rock City Hall
15322 Buena Vista Avenue
White Rock, BC V4B 1Y6

Late Applications

The City may reject and return unopened any application received after the closing time.

Form of Application

Each application shall consist of a Letter of Application outlining the following information:

1. Description of food and beverage products (including healthy food options) to be offered for sale.
2. Outline of any past experience as a food vendor.
3. Ability to obtain all necessary permits, licenses and credentials for compliance to the described services and operation on such site.
4. Ability to meet insurance requirements (minimum \$5 million dollar liability insurance with the City of White Rock named as added insured).
5. Ability and willingness to meet the City's required business operating dates and times as described in this Expression of Interest document.

Interviews / Site Meetings and Additional Information

The City of White Rock may request that Vendors participate in an in-person interview to discuss the information submitted, and to ask any additional questions. Additional information may also be requested by the City via mail or email as well.

A site meeting is scheduled for Tuesday, September 1, 2015 at 11:00am. Please call the Arena office at 604-541-2161 to confirm your attendance or send an email to syee@whiterockcity.ca.

Dates

The successful Vendor(s) shall provide food and beverage concession operations within the period of September 15, 2015 - June 30 2016.

The City of White Rock will be reviewing submissions beginning September 9, 2015. **Please submit responses by 4:00pm Tuesday, September 8, 2015.** The City of White Rock may choose to not consider any submissions received after this time and date.

All submissions become the property of the City of White Rock and are subject to the Freedom of Information and Protection of Privacy Act.

The City of White Rock accepts no responsibility for submissions which have not been received, either by mail, fax or electronically. It is recommended that respondents confirm with the person named above that their submission has been received by the date listed above.

Review of Applications

Evaluation by the City of White Rock

The City will review the Applications submitted to determine whether, in the City's opinion, the Vendor applicant has demonstrated that it meets the requirements as outlined. The City will select from the applications received a list of qualified Vendors provided that:

1. The determination of which applicants are designated as qualified Vendors shall be at the sole discretion of the City; and
2. The City reserves the right to limit the number of applicants designated as qualified Vendors.

Inquiries

The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Application and may seek clarification from the Vendor's bankers and clients regarding any financial and experience issues.

Non-conforming Applications

Applications which fail to conform to the format requirements set forth or which fail to conform to any other requirement of these documents may be rejected by the City. Notwithstanding the foregoing or any provision for these prequalification documents, the City may at its sole discretion elect to retain for consideration applications that deviate either materially or non-materially from the requirements.

Next Steps:

This current process is in no way intended to form a contract between the City of White Rock and any third parties. This is a request for information and Expressions of Interest, vendor qualification only.

If the City of White Rock decides that one or more of the submissions is worth pursuing in an effort to establish a contract, the City of White Rock reserves the right to negotiate terms, scope, timelines, costs and any other matter of the contract with any or all respondents independently without having any duty to advise any other respondent who submits through this process, and without liability to any respondent not awarded a contract. The City may also choose not to proceed further with this process.

Contact Information:

Sylvia Yee
Manager of Community Recreation
City of White Rock Recreation & Culture
Phone 604-541-2234
Email syee@whiterockcity.ca

Attachment A: Arena Concession Application Form