



Request for Proposal No. AHF 2024-01

Amphitrite House Facility

Closing Location:

Ucluelet Community Centre
Box 999
500 Matterson Drive
Ucluelet, British Columbia
V0R 3A0

Closing Date and Time:

Each proposal be received by 4:00 pm Pacific Standard Time on April 22, 2024

Contact Person:

Abby Fortune, Director of Community Services
E-mail: recreation@ucluelet.ca

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1. Summary of the Requirement

1.1 Objective

The District of Ucluelet is seeking proposals for operation and facility oversight at the newly rebuilt Amphitrite House in Ucluelet, British Columbia to be open early Summer, date to be confirmed.

Proponents with proven experience and expertise to operate a venue are invited to submit proposals setting out how they propose the requirements of this RFP may be best met. The goal is to receive proposals that meet the requirements of this RFP, negotiate with the Proponent submitting the preferred proposal, and enter into a Contract for the execution of facility operations.

1.2 Scope of the Project

The District has identified the need for facility oversight for Amphitrite House, to be open Summer 2024. The goal of the project is to provide services as well as daily oversight of the venue, which would be overseen by the Ucluelet Community Services.

The project was designed with an open space concept for programming and rental opportunities, accessible washroom, large viewing deck and a dedicated area for a small lease area dedicated to a retail or other endeavour. The main floor of the building is approximately 1230 sq/ft, with the lease area approximately 300 sq/ft.

The goals for this project include maximizing programming and rental usage through the effective use and planning of the space itself which will be carried out by the Ucluelet Community Services Department. An additional goal is to create a special place for community and visitors alike to enjoy. Annually, the Wild Pacific Trail Lighthouse Loop sees over 240,000 visitors with peak visitations being June to September when more than 50,000 people per month (July) can be seen on the trail. With the opening of Amphitrite House we anticipate that the shoulder and low season will see an increased visitation level.

The usage of Amphitrite house itself will focus on programming, events, and rentals, working with local non-profit organizations. Events could include such opportunities as meetings, fundraisers, and even small celebrations. Programming could include early morning fitness, adult education, interpretive programs and evening lectures or programs. Equipment and storage for the space would also need to be addressed.

To achieve these goals, the District has identified the following requirements of the project.

1.3 Proposal Requirements

The District is looking for proposals that best meet the objectives of this RFP. Specifically, the District is looking for proponents that will provide a dedicated retail, food service or other visitor orientated opportunity in addition to general oversight services of the venue during their proposed operational hours, support the maintenance of the washroom and general washroom facilities, and open and close the venue when required.

Proposals should include the following:

- **Operations**, detailed description of the type of services to be provided within the lease area. Proposals that include liquor sales, must include a detailed management and oversight plan.
- **Facility Oversight**, proposal must include a description of the facility oversight commitment proposed including opening and closing of the facility, washroom facility checks, clearing of any refuse within the venue, including the deck space, any oversight of guest usage within the venue.
- **Proposed operational hours**, the District is only considering proposals for year-round operations at this time.
- **Waste management**, the District will consider proposals the limit the amount of waste created through the proposed operations as an added value proposal.
- **Noise management**, proposals should demonstrate how their operations will support or have limited impact to the regular programming within the public portion of the facility when used for activities, programs, and events.
- **Lease**, proposals must include a proposed monthly or annual lease rate. The District is open to a flat rate lease or lease/revenue sharing or revenue sharing agreement.
- **Value Added**, proposals should include any additional services or functions they are willing to provide in support of the operation within or around the venue.

Venue Schedule

The below schedule outlines the anticipated operational schedule of the public side of the venue. The public space is intended to be open for general unprogrammed use during the busiest parts of the day. Morning programming, late afternoon and evening rentals/bookings will be undertaken by the District. It is anticipated that the District will be responsible for opening and closing the venue for activities, rentals and bookings that occur outside of the lease area operational times. General maintenance and cleaning of the facility will be undertaken by the District.

	6 AM - 9 AM	9 AM - 4 PM	4 PM – 6 PM	6PM - 10 PM
Winter	Program	Open	Open/rental	Rental/event/program
Spring	Program	Open	Open/rental	Rental/event/program
Summer	Program	Open	Open/rental	Open/Rental/event
Fall	Program	Open	Open/rental	Rental/event/program

1.4 Negotiable Considerations

The following are negotiable considerations that will be part of the evaluation process.

- Percentage agreement for lease
- Percentage agreement for hard costs
- Hours of operation and scheduling
- Garbage waste management plan

2. Administration

2.1 Community Background

Incorporated in 1953, the District of Ucluelet is located on the narrow Ucluth Peninsula between Barkley Sound and the exposed Pacific Ocean, Ucluelet's name ("safe harbour" in the Nuu-chah-nulth language) points to the key position of the town in this spectacular landscape. Poised on the edge of the Pacific, the community draws its energy from the interplay of the contrasting and complementary qualities of the landscape and the people.

Currently, the District has a population of approximately 2,000 people with a summer visitor population of approximately 6000. The nearest major city is Nanaimo, which is approximately 183 km east of Ucluelet. Ucluelet is a diverse, active, and welcoming community which has been shaped over time by the energy of the place and the people drawn here to the natural setting of the rugged outer west coast of Vancouver Island.

2.2 Headings & Definitions

Headings and titles used in this RFP are for convenience only and are not explanatory of the clauses with which they appear.

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a Proposal in response to this Request for Proposal indicates acceptance of all the following terms:

"Best Value" means the value placed upon quality, service, past performance, and price.

"Contract" means the written agreement resulting from this Request for Proposal executed by the District of Ucluelet and the Successful Proponent.

"District" means the District of Ucluelet.

"Must," "Shall," "Will," "Mandatory" or "Required" means a requirement that must be met in order for a Proposal to receive consideration.

"Proposal" shall mean the Proponent's submission in response to this RFP.

“Proponent” means a party that submits, or intends to submit, a Proposal in response to this RFP.

“RFP” means this Request for Proposal.

“Request for Proposal” (RFP) includes the documents listed in the index of this Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the Closing Deadline.

“Should,” “Ask,” or “Desirable” means a requirement having a degree of importance to the objectives of the Request for Proposal.

“Subcontractor” includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.

“Successful Proponent” means the Proponent submitting the most advantageous RFP as determined by the District.

“Work” means any labour, duty and/or efforts to accomplish the purpose of this project

2.3 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the District. Further to this point, Proposals will not be opened in public.

The District will not have any legal duty or obligation to anyone in connection with this RFP except under a performance Contract, if any, created by the parties according to the process described in this RFP. The District is under no obligation to enter into any contract or other agreement with anyone in connection with this RFP and proposals received.

This RFP is a mere invitation to treat; it is a solicitation to vendors to come forward with competing offers, and/or to compete for an opportunity to negotiate a Contract. This RFP itself does not constitute an offer in relation to the formation of any contract, including any bid contract, preliminary contract, collateral contract, or “contract A.” No agreement of any kind (express or implied), including any contract A or implied terms (including any implied duty of fairness), should result upon submission of a proposal (whether or not such proposal is Non-Compliant). Nevertheless, proposals submitted to the District containing signature pages signed by Proponents in relation to the formation of a performance Contract are offers capable of acceptance by the District (whether or not the proposal is Non-Compliant), with or without negotiations, in order to form one or more performance Contracts.

The sole remedy for any Proponent who finds this, or other terms and conditions outlined in this RFP, unacceptable is to refrain from submitting a Proposal.

2.4 Intention of the District

The intention of the District is to evaluate Proponent Proposals for the purpose of identifying the most advantageous Proposal. The District may then enter into negotiation with the Successful Proponent for the purposes of entering into a Contract.

3. Request for Proposal Process

3.1 RFP Schedule

The following is the proposed Schedule for the selection process:

- RFP Issued March 27, 2024
- RFP Response Deadline April 22, 2024
- RFP Response Evaluation April 30, 2024
- Negotiation with Preferred Proponent May 2024
- Award Contract May 2024

3.2 Enquiries

All enquiries to this Request for Proposal are to be directed, by e-mail, to the following contact person.

Abby Fortune, Director of Community Services
Phone: (250) 266-0297
E-mail: recreation@ucluelet.ca

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Ucluelet's option. Questions may not be accepted after April 16, 2024.

3.3 Proposal Submissions

Your Proposal package may be submitted electronically in PDF format to recreation@ucluelet.ca prior to the closing date.

3.4 Form of Proposal / Alternative Solutions

The Proposal must address the requirements, deliverables, and evaluation criteria outlined herein. If alternative Proposals or solutions are being proposed, Proponents must clearly delineate the details of each Proposal in their submission. Depending on the complexity of the alternative solution, this may be best accomplished by submitting each alternative as a separate Proposal.

All Proposals must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal.

3.5 Closing Date

Proposals must be received no later than 4:00 pm (PST), April 22, 2024 (the "**Closing Deadline**").

3.6 Irrevocability of Proposals

Prior to the time and date of the Request for Proposal Closing Deadline, any Proponent may withdraw or change their proposal without penalty or forfeiture, by giving notice in writing to Abby Fortune, Director of Community Services, recreation@ucluelet.ca

Upon the closing deadline, all Proposals become irrevocable, and no words or comments may be added to, or removed from, the Proposal unless requested by the District for purposes of clarification. By submission of a Proposal, the Proponent agrees that should its Proposal be deemed successful and accepted as per the Proposal, the Proponent will enter into a Contract with the District. This irrevocability is only valid for a period of sixty (60) days after the Closing Deadline.

3.7 Late Proposals

Proposals received after the final date and time for receipt of Proposals will be considered as "Late Proposals." Late Proposals will not be accepted and will be returned unopened to the sender.

3.8 Modification of RFP

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. The District will endeavour to distribute all modifications to Proponents that register. To register, please submit the Registration of Intent to Submit Form (attached hereto as Schedule B) to Abby Fortune by email at recreation@ucluelet.ca.

Modifications to the RFP will be made in the form of written addenda or re-issued documents. All addenda shall be considered integral to the RFP and having the same effect as if part of the original RFP. It is the Proponent's responsibility to ensure that they have all modifications. The modifications will be made available on the District website (www.Ucluelet.ca). Proposals should include acknowledgement of receipt of all addenda.

3.9 Evaluation

Evaluation of Proposals may be by an Evaluation Committee formed by the District. The District may choose to create a short list of qualified Proponents and conduct interviews to determine the Successful Proponent. The District also reserves the right to obtain additional information from the Proponents to clarify the information in their submission and to assist in making evaluations. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.

The Proponent's Proposals will be evaluated using the following guidelines.

- **Written Presentation Quality** (i.e. clear, concise, and demonstrating an understanding of the RFP requirements) – 5%
- **Proposed use** – 25%
- **Operating Schedule** – 20%
- **Experience, Proposed Personnel/Subcontractor Qualifications (if applicable), and References** – 15%
- **Project Lease Cost, oversight & servicing** – 25%
- **Added Value** (scheduling, servicing details, aesthetic, etc.) – 10%

All evaluation criteria and other evaluation related processes in this document are non-binding guidelines only, notwithstanding any obligatory language used herein. Thus, the evaluation process under this RFP is structured to be flexible and forgiving. This flexible and forgiving process is a fair and transparent one, because Proponents are made aware of the nature of the process in advance, and because all Proponents stand to benefit from its flexible and forgiving nature from the outset. Competition and value-for-money are enhanced because attractive Proposals need not be disqualified.

3.10 Rejection of Proposals

The District reserves the right to reject or accept, at the District's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- is incomplete, obscure, irregular, or unrealistic;
- has non-authorized erasures or corrections in the Proposal or any schedule thereto;
- omits or fails to include any one or more items in the proposal for which a price is required;
- fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;
- are nonconforming because they do not contain the context or form required by this RFP or for failure to comply with the process for submission set out in this RFP;
- are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alteration, or irregularities of any kind may be rejected;
- exceed the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP.

Further, a Proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule, and non-compliance with Federal, Provincial and Municipal legislation.

3.11 Acceptance of Proposal

The District of Ucluelet shall not be obligated in any manner to any Proponent whatsoever until a Contract has been duly executed with a Proponent.

At its sole discretion, the District reserves the right to accept or reject all or part of the Proposal, however, the District is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the District. The District reserves the right to waive any minor informalities, irregularities, or technicalities, and to accept the offer deemed most favourable to the District. The District also reserves the right to accept a non-compliant Proposal, despite any failure to comply with a mandatory term of this RFP.

The acceptance of a Proposal shall be made only by notice in writing and will be addressed to the Successful Proponent at the address given in their submission. The amount of the Proposal will be made public if a Contract is awarded.

3.12 Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the Successful Proponent, the District may, at its sole discretion at any time, thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

3.13 Execution of Contract

If the offer contained in a Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the documents in a form and manner acceptable to the District and will deliver the same within 14 days from the time when the same are available or are delivered or mailed to the Proponent.

The RFP, accepted submission, and District contract documents represent the entire Contract between the District and the Successful Proponent and supersede all prior negotiations, representations, or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the District.

3.14 Commencement, Prosecution, and Completion of Work

If awarded the Contract, the Proponent shall supply the goods and or services on the date set out in the Contract Documents and shall complete the Contract within the time specified in the Contract Documents.

3.15 Failure or Default of Proponent

If the Proponent, for any reason whatsoever, fails or defaults in respect of any matter or thing that is an obligation of the Proponent under the terms of this RFP, the District may, at its option, consider the Proponent has abandoned the offer made or Contract. In

doing so, any prior acceptance of the offer or Contract by the District shall be null and void, and the District shall be free to select an alternate solution of its choosing.

4. Additional Terms & Conditions

The following terms and conditions will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following.

4.1 No Obligation to Proceed

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to award a contract or to proceed to any other stage and reserves the right to terminate the Request for Proposal process at any time, and to withdraw from discussions with all or any of the Proponents who have responded.

The receipt by the District of any information (including any submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the District. There is no guarantee by the District, its officers, employers, or managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District for the purchase of the equipment, service, or project.

4.2 Liability for Errors

While the District has used considerable efforts to ensure an accurate representation of the information in this Request for Proposal, the information contained in the Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from performing their own due diligence and forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

4.3 Limitation of Damages

By submitting a Proposal, a Proponent agrees that it will not claim damages for whatever reason relating to the RFP by reason of submitting a Proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its Proposal. By submitting a Proposal, the Proponent waives any and all such claims.

4.4 Use of Request for Proposal

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals. All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned or produced by the District of Ucluelet, shall remain the property of the District of Ucluelet.

4.5 Cost of Preparation

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

4.6 Currency and Taxes

Prices quoted are to be:

- In Canadian dollars;
- FOB destination, delivery charges included where applicable; and
- Without GST (all applicable taxes must be itemized as extra costs).

4.7 Precedence

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) Addenda; (2) RFP; (3) Executed Proposal Submittal Form; (4) all other documents.

4.8 Confidentiality

The District will endeavour to keep all Proposals confidential. The material contained in the Successful Proposal will be incorporated in a Contract and information that is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Contract shall not be released if the District deems such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

4.9 No Collusion

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed Contract that may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

4.10 Agreement

The Successful Proponent agrees that by submitting a Proposal the Proponent agrees to all the terms and conditions of this Request for Proposal will form part of the Contract. Proponents who have obtained the Request for Proposal must not alter any portion of the document, except for adding information requested. To do so will invalidate the Proposal.

4.11 Sub-Contracting

Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.

Subcontracting to any firm or individual, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.

4.12 Business Licence, Insurance & Indemnity

The Successful Proponent must indemnify the District and their employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or Successful Proponents in providing the Services, except liability arising out of any independent negligent act by the District. The Contractor accepts responsibility for the acts and omissions of all Subcontractors it may engage in rendering the service on the project.

As a minimum, the successful Proponent and any subcontracting firm or individual shall obtain and maintain a District of Ucluelet business licence through the term of the Contract, at its own expense and cost.

As a minimum, the successful Proponent shall procure and maintain through the term of the Contract, at its own expense and cost, the following insurance policies:

- a) Liability Insurance policy \$5,000,000 aggregate per year.
- b) Commercial General Liability Insurance in an inclusive amount of not less than \$2,000,000 for each occurrence or accident. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent.
- c) Proof of WorkSafe BC registration in the form of a WorkSafe BC Certificate of Compliance letter.

4.13 Safety

The Successful Proponent will be designated as the Prime Contractor for this project, assuming all health and safety obligations and requirements. All equipment offered must meet Canadian Federal and British Columbia Provincial safety regulations.

4.14 Legal Information

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

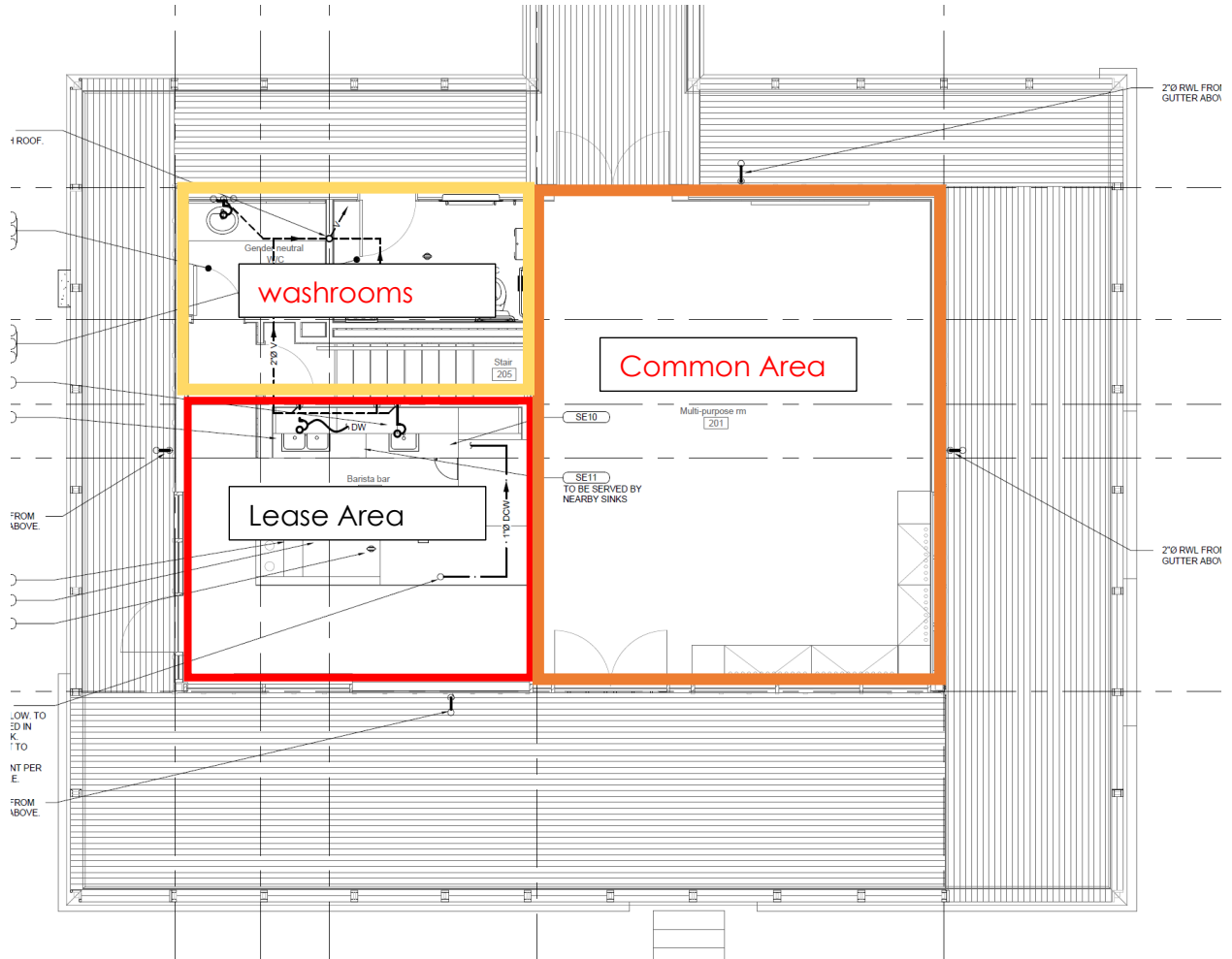
In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits, and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations, or codes applicable to the services, the more restrictive shall apply.

All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.

The Successful Proponent shall hold and save the District, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliance manufactured or used in the performance of the Contract, and/or used or to be used by the District before or after completion of the Work unless otherwise stipulated in this contract, and if the Supplier shall fail to save harmless the District, its officers, agents, servants, or employees in manner aforesaid, any money collected from the District, its officers, agents, servants, or employees by reason of such failure shall be charged to the Supplier.

Schedule "A" Floor Space and Café rendering



All basic electrics and plumbing are roughed in to the lease area any additional requirements will be at the proponent's cost with approval from the District of Ucluelet.

All building code regulations must be meet.

Millwork see Appendix C

Schedule “B”: Registration of Intent to Submit Form

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. The District will endeavour to distribute all modifications to proponents that register. To register, please submit the Registration of Intent to Submit Form to Abby Fortune by email at recreation@ucluelet.ca.

Proposal for: Amphitrite House Facility

Company Name:

Mailing Address:

Contact Name:

Title/Position:

Phone:

Email:

Date:

Schedule "C": Millwork renderings

