REQUEST FOR PROPOSAL
Penticton Yacht Club

Issue Date: **March 28, 2022**

RFP Closing Date: **April 11, 2022**

RFP Closing Time: **4:00 PM PST**

Contact:
Attn: Graham Perrie – PYC Manager
Penticton Yacht Club
293 Marina Way
Penticton, BC V2A 1H5
Tel: (250) 770-2000
pentictonyachtclub@outlook.com

Quotes received after the Closing Time and Date will not be considered. Penticton Yacht Club ("PYC") cannot guarantee that emailed Quotes are received. If no reply email is received from PYC confirming receipt of an emailed Quote, please contact PYC to confirm receipt, or arrange to submit the Quote via alternate means before the Closing Date and Time. Please note PYC will not be responsible for any transmission problem that may occur. Faxed copies will not be accepted.

On site Availability: **By appointment only after April 1, 2022**

OVERVIEW:
PYC is requesting submission of a formal Proposal from interested local businesses/mobile food vendors to operate & manage the food services located at Skaha Marina from May 1 – October 1, 2022. Limited kitchen facilities, washrooms, indoor & outdoor seating are available.

CONTENT OF PROPOSAL:
One (1) complete original printed copy and/or one (1) complete electronic copy in PDF format must be submitted.

The following document must be included in the Proposal submission.

a. A completed, signed, and dated Proposal Submission form. A copy of this form is included in Schedule "A".
b. A description of the proponent's capabilities, background and experience that makes it well suited for this project (the "Proponent"). The profile will also include the Project Manager (the "Manager") who will be the main contact.
c. A detailed plan outlining all relevant information.

APPLICABLE LAWS
The law applicable to the RFP shall be the law in effect in 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, health codes, specifications and requirements of all regulatory authorities' and shall obtain all necessary licenses, permits and registrations as may be required by law.

NO OBLIGATION TO PROCEED
Though PYC fully intends at this time to proceed with the RFP, PYC is under no obligation to proceed. The receipt by PYC of any information (including any submission ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on PYC. There is no guarantee PYC, its members, employees, or agents, 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 PYC.

ADDENDA AND SUBSEQUENT INFORMATION
Proponents are advised that all subsequent information will be included in an Addenda which may be issued up to 48 hours prior to Closing Date and Time. After this time, the RFP will be considered complete, and no further addenda will be issued.

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

INTENTION OF PYC

The Proponent that submits the Proposal that best represents the interests of PYC may be awarded the Contract. PYC reserves the right to accept or reject all or part of the RFP, however, PYC is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of PYC.

REJECTION OF PROPOSALS

PYC reserves the right to reject, at PYC's sole discretion, any, or all Proposals. It is the purpose of PYC to obtain a Proposal most suitable to its interest and what it wishes to accomplish. PYC has the right to waive any irregularity of insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the best value to PYC.

CONFIDENTIALITY OF PROPOSAL

PYC will endeavor to keep all Proposal confidential. The material contained in the Proposal from the successful Proponent will be incorporated in a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent, technical or commercial information include in the PYC Contract shall not be released if PYC deems such release inappropriate, subject to the ***Freedom of Information and Protection of Privacy Act***.

CONFIDENTIALITY OF PYC'S INFORMATON

All Proponents and any other persons who, through the RFP process, gains access to PYC's confidential financial information, are required to keep strict confidentiality in regard to all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process.

SCHEDULE "A" – PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form
(Proposal will be received on or before 4:00PM on April 11, 2022)

PROPOSAL SUBMISSION INSTRUCTIONS:

One (1) printed original or one (1) electronic copy in PDF format of a Proposal may be hand delivered, couriered, mailed or emailed. Fax submission will NOT be accepted. All submission must be received prior to the Closing Date and Time to:
Attn: Graham Perrie – PYC Manager
Penticton Yacht Club
293 Marina Way
Penticton, BC V2A 1H5
Tel: (250) 770-2000
pentictonyachtclub@outlook.com

Submitted by: _____
The Business or Proponent's Name

_____
Address

_____
City & Postal Code

The Business Contact:
Name:
Phone:
Email:

SCHEDULE "B"

SAMPLE CONTRACT

THIS CONTRACT made in duplicate and entered effect as of the day of April 2022.

BETWEEN:

Penticton Yacht Club
(Hereinafter referred to as "PYC")

AND:

(Hereinafter referred to as "Food Service")

NOW THIS CONTRACT WITNESSETH that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

1. **Contract Description**

   The opportunity for which this contract pertains to is referred to as "Food Service"

2. **Contract Documents**

   The Contract documents in order of precedence, for which this contract pertains are:
   Schedule "A" – Proposal Submission Form
   Schedule "B" – Contract

Where there is a conflict between the wording and interpretation of the Contract documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply. Neither party shall assign the Contract, or any portion thereof, without the prior written consent of the other.

3. **Applicable Laws**

This Contract shall be governed by all applicable bylaws and regulations of PYC and all applicable laws of the Province of British Columbia and the Government of Canada.

4. **Waiver**

The waiver by PYC of any breach of the Contract by the Food Service, shall not require, nor be construed to require, PYC to waive any subsequent breach of the same condition, covenant, or obligation.

5. **Indemnification**

The Food Service shall indemnify/waive and save harmless PYC, its elected officials, officers, agents servants and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or revered against them and PYC by reason of any act or omission of Food Service, their agents, employees in the execution of the work and shall pay all legal or other costs incurred by PYC as a result of such act or omission.

6. **Entire Contract**

This Contract constitutes the sole and entire Contract between PYC and the Food Service and completely supersedes and abrogates any prior Contract existing between PYC and the Food Service whether written or oral.

7. **Notification**

All notices shall be via email transmission or writing.

Notices between the parties shall be considered to have been received by the addressee:

- On the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended:
- Within one working day if sent by email: and
- Within five working days if sent by mail.

IN WITNESS WHEREOF the parties have executed this Contract on the day and year written above by their officer or person duly authorized to execute on their behalf.

PENTICTON YACHT CLUB by its authorized signatories:

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_____

FOOD SERVICE by its authorized signatories:

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