



**NORTH VANCOUVER
DISTRICT**

**Request for
Expressions of Interest & Qualifications
RFIQ.021.12**

for

**Food Service Facilities Operation at
Northlands Golf Course**

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1. INTRODUCTION

1.1 Purpose

This Request for Expressions of Interest & Qualifications (“**RFIQ**”) is being issued by the District of North Vancouver (“District”) to invite interested parties to submit Submissions indicating their interest and qualifications in operating the food services facilities in the clubhouse, kiosk and on-course service for Northlands Golf Course, located at 3400 Anne Macdonald Way, North Vancouver, B.C. for the benefit of Northlands Golf Course customers and the general public.

This RFIQ will be of interest to experienced parties who are dedicated to quality service in keeping with a golf course environment that caters primarily to the golfing public but also to non-golfing members of the public.

This RFIQ is not a Tender or Request for Proposals. Based on Submissions to this RFIQ, the District intends to select a short-list of Respondents that the District deems, in its sole discretion, to be best suited to provide the Food Services, and who will then be invited to participate in the next stage of the procurement process, a Request for Proposals (RFP), for all food and beverage services that compliments and builds upon Northlands reputation of being Metro Vancouver’s Premiere Public Golf Course. The Food Services would be provided under a contract which the District intends will be for a 3 to 5 year term.

The District reserves the right, at its sole discretion, to accept or reject any Submission to this RFIQ, in whole or in part, and at any time, to enter into discussions and negotiations with any Respondent.

1.2 Northlands Golf Course

Northlands Golf Course (“the Golf Course”) is a full length 18-hole golf course located in the Parkgate area of the District of North Vancouver, just off Mount Seymour Parkway. Further information regarding Northlands Golf Course can be found on our website at <http://www.golfnorthlands.com/>.

The Golf Course is designed as a year-round public course, but for weather, maintenance or other reasons the Golf Course may be closed in whole or in part for a portion of any year. The Golf Course has approximately 50,000 golf rounds per year. Use of the Golf Course may vary seasonally, and there are five distinct seasons and specific hours of operations (listed below). The successful Food Services Operator must provide service to golfers starting a minimum of 15 minutes prior to the first tee time. An example of approximate start times and end times for golf play is provided below (although times may vary in each season based on daylight hours):

- January 1 to February 28 8:00 am to 5:30 pm
- March 1 to April 30 6:30 am to 7:30 pm
- May 1 to September 30 5:30 am to 10 pm

- October 1 to October 31 7:30 am to 6 pm
- November 1 to December 31 8:00 am to 5:30 pm

The Golf Course is operated by the District using a Section Manager of Golf Facilities (“Golf Course Manager”) who will have overall responsibility for all matters relating to the Golf Course operations.

The Golf Course is located at the top of a residential street (Anne Macdonald Way) adjacent to the Parkgate residential communities and the Parkgate shopping centre and Mount Seymour ski hill. Nearby communities include Deep Cove, Indian Arm, Blueridge, Windsor Heights, Seymour and Raven Woods.

The Golf Course clubhouse includes an indoor eating facility and outdoor patio eating area. There is also an after 9th hole kiosk (“Kiosk”) and beverage cart service.

The clubhouse includes a commercial kitchen with major appliances which will be available for use by the successful Food Services Operator. The successful Food Services Operator will be required to provide all small appliances, cutlery, dishes and other “consumable” items.

1.3 Food Services

The Food Services must be provided in a manner which is compatible with, and complementary to, the overall operation of the Golf Course. For this reason;

- (a) the final written contract will have to define the manner and degree of control which the Golf Course Manager will have over the food services;
- (b) the Food Services provided by the successful Food Services Operator must be targeted primarily at serving the needs of the Golf Course golfers, including matters such as selection of menu, speed and convenience of service; and
- (c) the food services must be available during all hours the Golf Course is open to the public. Any exception to this provision must first be approved by the Section Manager of Golf Facilities

1.4 Key Expectations of Food Services Operator

The Food Services to be provided by the successful Food Services Operator will be, but are not limited to, the following:

- (a) **General**
 - i. Manage and operate all segments of the Golf Course food service operations in an efficient and professional manner in the space allocated, and in a manner complementary to the Golf Course and to the satisfaction of the Golf Course Manager;

- ii. Offer a wide selection of menu items that is consistent with similar Golf Operations and caterers, primarily to golfers and the surrounding community, at a price that complements the reputation of quality and value that the Golf Course has built its reputation on;
- iii. Ensure that all menus and pricing are approved by the Golf Course Manager;
- iv. Comply with all applicable laws, bylaws and regulations including bylaws of the District;
- v. Maintain an inventory of food, liquor, goods and supplies as may be necessary and appropriate for the efficient operations of Food Services at the Golf Course, and supply all necessary working capital for the effective operation of all services;
- vi. Obtain all necessary permits and licenses as required by law for the conduct of the business in the name of the Food Services Operator or the District as appropriate;
- vii. Not use the facilities or equipment for any purpose other than to provide Food Services exclusively for the Golf Course, without the prior consent of the Golf Course Manager;
- viii. Dedicate a minimum of 2% of sales (over and above any rent payments) to marketing of the Golf Course Food Services;
- ix. Serve liquor according to the Liquor Licensing laws of British Columbia. All Food Services Operator employees are to be certified in the "Serving It Right" program. The Golf Course clubhouse will have a Food Primary liquor license and a Liquor Primary license upon opening. Yearly license fees are the responsibility of the successful Food Service Operator. All Liquor License(s) will be held by the District;
- x. Prepare and submit yearly business and marketing plans to the Golf Course Manager;
- xi. Establish service goals, mission and vision statements and training / plating manuals to ensure consistent food and service standards are known by all staff; and
- xii. Carry & maintain adequate commercial general liability insurance, automobile liability insurance (on any vehicles which may be used in the performance of the Food Services), property insurance for the Food Service Operator's own equipment, Workplace Insurance through WorkSafe BC and a District of North Vancouver business license.

(b) Management and Personnel

- i. Employ, train and supervise all required food service staff, and perform all administration including calculation and payment of all benefits, wages, and WCB requirements;
- ii. Assume responsibility for labour relations regarding the Food Service Operator's employees with any trade or union represented among its employees and negotiate and be responsible for resolving all disputes between itself and its employees;
- iii. Immediately notify the Golf Course Manager whenever the Food Services Operator has knowledge that any actual or potential labour dispute threatens to interfere with the food services;
- iv. Provide all food service personnel with clean, appropriate uniforms, and safety devices including disposable gloves, aprons and headgear, satisfactory to the District in colour, style and application; and
- v. Provide supervision of all Food Services Operator staff during operating hours.

1.5 Eligibility

Any interested party, or parties, may submit a Response to this RFIQ. Respondents may be individuals, corporations, joint ventures, partnerships, or any other legal entities.

1.6 Anticipated Schedule

The District anticipates making a decision on the short-listed Respondents, and issuing an RFP to those selected Respondents by late March / early April 2012, with an award to the successful Food Services Operator occurring late May / early June 2012. However, these dates are an estimate only and may be subject to change at the District's sole discretion.

1.7 Definitions

In this RFIQ the following definitions shall apply:

- (a) **"Closing Time"** has the meaning set out in Section 2.1;
- (b) **"Evaluation Committee"** means the evaluation committee appointed by the District;
- (c) **"District"** means the Corporation of the District of North Vancouver;

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- (d) “**RFP**” means the Request for Proposals that the District intends to issue to the short-listed Proponents for the Food Services Facilities Operation of Northlands Golf Course;
- (e) “**RFIQ**” means this Request for Expressions of Interest & Qualifications;
- (f) “**Respondent**” means a party that submits a Response to this RFIQ;
- (g) “**Submission**” means a response to this RFIQ;
- (h) “**The Golf Course**” means Northlands Golf Course;
- (i) “**Food Services**” means the provision of food, beverage and related services at the Northlands Golf Course facilities in the clubhouse, kiosk and on-course services; and
- (j) “**Food Services Operator**” means the successful Proponent to the Request for Proposals.

2. INSTRUCTIONS TO RESPONDENTS

2.1 Closing Time and Address for Submissions

Submissions should be received on or before **4:30pm local time, Friday, March 23, 2012** (the “**Closing Time**”), at:

Supplies & Risk Management Department
District of North Vancouver
355 West Queens Road
North Vancouver, B.C. V7N 4N5

Submissions may be sent in electronic form to purchasing@dnv.org in order to meet the Closing Time; however the required number of hardcopies of your Submission should be delivered within two (2) business days after the Closing Time to the address stated above.

Electronic Submissions by email will be deemed to be received when displayed as new email on the District’s electronic equipment. The District will not be responsible or liable for any delay for any reason to electronic submissions, including technological delays, spam filters, firewalls, job queue, file size limitations, etc.

Submissions received after the Closing Time may not be accepted.

2.2 Number of Copies

Respondents should submit **three (3) hard copies** of their Submissions, plus **one (1) electronic copy** (Adobe PDF format preferred). Submissions should be in a sealed package, marked on the outside with the RFIQ title and reference number.

2.3 Amendments to Submissions

Respondents may revise Submissions by written amendment, delivered to the location set out above, at any time. An amendment should be signed by an authorized signatory of the Respondent in the same manner as provided by Section 3.2.

2.4 Inquiries

All inquiries related to this RFIQ should be directed in writing to the person named below (the “**Contact Person**”). Information obtained from any person or source other than the Contact Person may not be relied upon.

Name: Larry Davis, Supplies & Risk Management Manager
District of North Vancouver
Address: 355 west Queens Road
North Vancouver, B.C. V7N 4N5
Phone: 604-990-2304
Fax: 604-990-2460
Email: ldavis@dnv.org

Inquiries and responses will be recorded and may be distributed to all Respondents at the discretion of the District.

Respondents finding discrepancies or omissions in this RFIQ, or having doubts as to the meaning or intent of any provision, should immediately notify the District’s Contact Person. If the District determines that an amendment is required to this RFIQ, the Contact Person will issue an addendum in accordance with Section 2.5. No oral conversation will affect or modify the terms of this RFIQ or may be relied upon by any Respondent.

2.5 Addenda

If the District determines that an amendment is required to this RFIQ, the Contact Person will issue a written addendum that will form part of this RFIQ. Any addenda will be issued to those Respondents registered as having received this RFIQ, and will also be posted onto the BC Bid website at <http://www.bcbid.gov.bc.ca>.

No amendment of any kind of the RFIQ is effective unless it is contained in a formal written addendum.

3. SUBMISSION CONTENTS

3.1 Submissions

Respondents should provide as part of their Submissions:

(a) Description of Respondent:

- (1) a statement describing the Respondent, including its full legal name, current business structure (eg. corporation, limited partnership, sole proprietor), list of current directors & owners, registered office address, branch office locations and corporate organizational structure;
- (2) a description of the Respondent's experience with Food Services contracts;
- (3) a description of the Respondent's experience in the provision of Food Services specifically for Golf Course(s);
- (4) past annual sales volumes achieved in providing similar Food Services;
- (5) a brief description of other food service contracts that have terms that would overlap with the Golf Course Food Services contract;
- (6) client references where the Respondent has provided similar Food Services (including client name, contact name, location, phone number and email address); and
- (7) evidence of the Respondent's ability to meet the insurance, WorkSafe BC and "Serving it Right" requirements

(b) Financial Strength:

- (1) financial information to demonstrate that the Respondent will have the necessary financial capacity to undertake the Food Services contract;
- (2) copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;
- (3) details of any material off-balance sheet financing arrangements currently in place;
- (4) details of any contracts or material events that may affect the Respondent's financial standing since the last annual or interim financial statements provided; and
- (5) details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.

(c) Approach and Resources:

- (1) a description of the general approach, methodology and vision that the Respondent would take in performing Food Services for the Golf Course;
- (2) a description of the Respondent's key personnel who would be involved in providing the Food Services, including a description of the Respondent's organization plan and reporting structure;
- (3) a description of any major equipment that the Respondent would require in order to perform the Food Services;
- (4) a brief description of the Respondent's approach to achieving quality of service, including steps to be taken in event of:
 - (A) interruption of Food Service;
 - (B) turnover of staffing; and
 - (C) complaints from restaurant guests;
- (5) a brief description of the Respondent's approach to the required administration of the Food Services contract including:
 - (A) intended billing procedures;
 - (B) revenue collection and control; and
 - (C) collection and delivery of supporting documentation.

(d) Other Information

- (1) Respondents may provide any other relevant information that they believe will assist the District in assessing the Respondent's ability to provide the required Food Services, including but not limited to:
 - (A) education of Respondent's key personnel;
 - (B) awards and/or recognition that the Respondent has received in providing food services for others;
 - (C) specific business strengths that the Respondent feels would bring value to the provision of Food Services at the Golf Course; and
 - (D) any other relevant information specifically pertaining to restaurant operations.

3.2 Signature

The Submission should include a cover letter signed by a person authorized to sign on behalf of the Respondent.

4. EVALUATION AND SELECTION

4.1 Evaluation Committee

The Evaluation Committee will evaluate the Submissions on behalf of the District. The Evaluation Committee may consult with others, including District staff members and third party consultants, including legal and technical advisors, all as the Evaluation Committee may, in its sole discretion, determine is required.

4.2 Evaluation Criteria

The Evaluation Committee will evaluate all Submissions using the following evaluation criteria:

- (a) the demonstrated ability of the Respondent to undertake the Food Services as required by the District;
- (b) the Respondent's demonstrated financial strength & stability;
- (c) relevant experience and qualifications of the Respondent and its key personnel proposed to undertake the Food Services;
- (d) references and general reputation of the Respondent in the food service industry;
- (e) the Respondent's general approach, methodology and vision for providing Food Services to the Golf Course; and
- (f) other relevant information as may be provided by the Respondent.

4.3 Additional Information

The Evaluation Committee may, at its sole discretion, request clarifications or additional information from a Respondent with respect to any Submission and the Evaluation Committee may make such requests to only selected Respondents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Submission.

4.4 Interviews

The Evaluation Committee may, at its sole discretion, invite some or all of the Respondents to appear before the Evaluation Committee to clarify their Submissions. In such event, the Evaluation Committee will be entitled to consider the answers received in evaluating Submissions.

4.5 No Obligation to Proceed

Notwithstanding any other section in this RFIQ, by submitting a Submission the Respondent acknowledges and agrees that the District reserves the complete right to, at any time, reject all Submissions and to terminate this procurement process at any stage. In such an event, the District may decide to proceed with the Food Services operation in some other manner.

5. GENERAL CONDITIONS

5.1 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing and submitting Submissions and for any negotiations or discussions with the District or its representatives and consultants relating to or arising from this RFIQ.

5.2 No Claims

Each Respondent by submitting a Response agrees that the District and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Submission or any other activity related to or arising out of this RFIQ.

5.3 Conflict of Interest

Respondents should disclose in their Submission any potential conflicts of interest and existing business relationships they may have with the District. If requested by the District, Respondents must provide all pertinent information regarding the ownership of a corporate Respondent within forty-eight (48) hours of the District's request.

5.4 Solicitation of Council Members

Respondents and their agents will not contact any member of the District Council or District staff with respect to this RFIQ at any time prior to the award of a contract or the termination of this RFIQ. The District may reject the Submission of any Respondent that makes any such contact.

5.5 Confidentiality

All submissions become the property of the District and will not be returned to the Respondent. All submissions will be held in confidence by the District unless otherwise required by law. Respondents should be aware that the District is a "public body" as defined by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and is subject to that Act.

5.6 Litigation

Without limiting the foregoing, the District may, in its absolute discretion, reject any Submission by a Respondent if the Respondent or any officer or director of the Respondent is or has been engaged either directly or indirectly through another corporation in a legal action against the District or its elected or appointed officers or employees in relation to any other contract for works or services.

In determining whether to reject a Submission pursuant to this section, the District will consider if the litigation is likely to affect the Respondent's ability to work with the District and its consultants and representatives and whether the District's experience with the Respondent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Respondent.