



Request for Proposals

LMFH Kitchen Lease and Operation

Request for Proposals: LMFH Kitchen Lease and Operation

Issue date: **April 28th, 2026**

Closing Time: 3:00 PM Pacific Time on: **May 15th, 2026**

SOCIETY CONTACT PERSON:

All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits:

David Knight, Operations Manager
e-mail: dknight@salmonarmrecreation.ca

Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Society's discretion.

DELIVERY OF PROPOSALS:

Proposals sent by mail or e-mail will be accepted by the Society. Proposals are to be submitted to the closing location as follows:

1 complete copy delivered to:

Shuswap Recreation Society
2600 10th Ave NE
Salmon Arm, B.C. V1E 2S4
Attention: David Knight, Operations Manager or via
email to: dknight@salmonarmrecreation.ca

Proposal envelopes should be clearly marked with the name and address of the Proponent and Request for Proposals: LMFH Kitchen Lease and Operation.

PROPOSALS WILL NOT BE OPENED IN PUBLIC

PROPOSERS' MEETING: A Proposers' meeting will not be held. Viewing may be arranged through the Society Contact Person.

PROPOSER SECTION:	
<p>A person authorized to sign on behalf of the Proposer should complete and sign the Proposer Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal.</p> <p>The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal, we agree to all of the terms and conditions of the Request for Proposals. We have carefully read and examined the Request for Proposals and have conducted such other investigations as we deemed prudent and reasonable in preparing the proposal. We confirm that the statements and representations made in our proposal are true and accurate.</p>	
<i>Signature of Authorized Representative:</i>	<i>Legal Name of Proposer (and Doing Business as Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proposer:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone or email address (if available):</i>

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A. Instructions to Proponents

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) “LMFH Kitchen” means the kitchen space within the Little Mountain Field House, owned and operated by the Society as shown in Appendix “A”;
- b) “LMFH” means the Little Mountain Field House as a facility located at the SASCU Sports Complex at Little Mountain.
- c) “Society” means the Shuswap Recreation Society;
- d) “Kitchen” means the room within the LMFH, owned by the Society and located within the Sports Complex at Little Mountain Park, as shown in Appendix “A”;
- e) “Operator” means the successful Proponent to this Request for Proposals who enters into a written Contract with the Society;
- f) “Contract” means a service agreement that may result from this Request for Proposals and subsequent negotiations;
- g) “Public” means the whole community or proceeding from, relating to, or affecting the entire community and open to all for common use;
- h) “Proponent” means an individual or a corporation or other entity that submits, or intends to submit, a proposal in response to this Request for Proposals;
- i) “Province” means Her Majesty the Queen in Right of the Province of British Columbia; and
- j) “Request for Proposals” or “RFP” means the process described in this document.

2. Appendices

Appendices “A” through “C” attached hereto are incorporated into and shall form part of this RFP.

3. Introduction

The Society invites proposal submissions from interested parties to lease and operate the LMFH Kitchen Space for a three (3) year term commencing in the fall of 2026. The Kitchen and its various components are attached to this RFP as Appendix “A”. Equipment included in the photos of the facility may not be current.

4. RFP is not a Tender

This is a request for proposals and is not a tender call. This RFP is an invitation to treat. It is not an offer. The Society does not intend for this RFP to create any obligations between the Society and any Proponent and no contractual, tort or other legal obligation of any kind is created or imposed on the Society by this RFP or by the submission of any proposal or by consideration of, or failure or refusal to consider, any proposal by the Society. No contractual or other legal obligations will be created between the Society and any Proponent until and unless a written Contract is executed between the Society and a Proponent, with the approval of the Council of the City of Salmon Arm. Without limiting the foregoing, the use of mandatory or prescriptive language in this RFP in relation to future acts of the Society is intended only to describe the Society's present intention, is not intended to express contractual intention, and if relied upon by a Proponent is relied upon at that Proponent's own risk. If there is anything in this RFP that is inconsistent with this paragraph, this paragraph prevails.

5. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the Receipt of RFP Confirmation Form attached to this RFP as Appendix "B", as all subsequent information regarding this RFP, including changes made to the RFP, will be provided to confirmed Proponents only.

6. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Hard copies of late proposals will not be accepted and will be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

7. Conflicts Disclosure

Proponents should disclose any actual, perceived or potential conflicts of interest and existing business relationships they may have with the Society.

8. Evaluation

The Society reserves the right to waive or reject any or all submissions or accept the submission deemed most favourable to the interests of the Society. Without limiting the generality of the foregoing, any submission which is incomplete, obscure, irregular, or has unauthorized erasures or corrections may be rejected.

9. Contract Negotiation

By submission of a proposal, the Proponent agrees that if it is selected by the Society as the preferred Proponent, the Proponent will enter into negotiations with the Society with a view to entering into a Contract. Unless otherwise negotiated and agreed upon between the Society and the preferred Proponent, the terms and conditions set out in Appendix "C" shall be incorporated into the Contract to be prepared by the Society. If a Proponent has comments on or suggestions with respect to these Contract terms and conditions, then the

Proponent should include such comments or suggestions in its proposal.

10. Negotiation Delay

If the Society desires to enter into a Contract with a preferred Proponent and such Contract cannot be negotiated and entered into within a reasonable amount of time, as determined in the sole and unfettered discretion of the Society, the Society may terminate negotiations with that Proponent and either negotiate a Contract with another Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

11. Withdrawal of /Changes to Proposals

By submission of a clear and detailed written notice to the Society, a Proponent may amend or withdraw its proposal. A hard copy of such notice must be delivered or courier to the Society at the address listed on page 1 of this RFP at any time.

12. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Society. If the Society elects to reject all proposals, the Society will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of opportunity or loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

13. Liability for Participation in RFP and Liability for Errors

Except as expressly and specifically permitted in this RFP, the Society will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by Proponents by reason of their participation in this RFP, the consideration or non-consideration by the Society of any proposal or for any other reason related to this RFP, whether for costs, expenses, losses, damages, loss of anticipated profits or any other matter. No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim. By submitting a proposal, the Proponent acknowledges the Society's rights under this RFP and absolutely waives any right, or cause of action against the Society, its officers, directors, employees or agents by reason of the Society's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence, bad faith or otherwise.

14. Currency and Taxes

Prices quoted in a proposal are to be:

- a) in Canadian dollars; and
- b) exclusive of applicable taxes.

15. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Society is not bound to enter into a Contract with any

Proponent.

- b) Neither selection of a preferred Proponent nor execution of a Contract by the Society will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

16. No Guarantee or Warranty by the Society

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

17. Modification of Terms

The Society reserves the right to modify or correct the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with a Proponent.

18. Ownership of Proposals

All proposals submitted to the Society become the property of the Society. They will be received and held in confidence by the Society, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the terms and conditions of this Request for Proposals.

19. Use of Request for Proposals

Any portion of this document, or any information supplied by the Society in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal the Proponent agrees to hold in confidence all information supplied by the Society in relation to this Request for Proposals.

20. Single Point of Contact

A Proponent or any of its employees, servants, agents, subcontractors, or representatives should not attempt to communicate directly or indirectly with any employee, contractor or representative of the Society, including the evaluation committee and any elected officials of the Society, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Society. Unauthorized contact may result in disqualification.

21. No Collusion

Proponents should not communicate, directly or indirectly, with any other Proponent (including through any employees, agents or contractors) regarding the preparation, content or submission of proposals.

22. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Society with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Society. Such written consents are to specify that the personal information may be forwarded to the Society for the purposes of responding to this RFP and use by the Society for the purposes set out in the RFP. The Society may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Society.

B. Criteria and Response**1. Background and Summary**

The City of Salmon Arm is situated between the peaceful shores of Shuswap Lake and beautiful surrounding mountains and hills. It is comprised of a year-round population base of approximately 20,000 people with a marked increase during the summer months and offers an incredible diversity of economic and tourism-related amenities. Conveniently located on the Trans Canada Highway (Highway 1), Salmon Arm has long been a popular year-round vacation destination for cultural, seasonal and outdoor enthusiasts.

A Salmon Arm experience combines outstanding wilderness scenery, countless recreational activities, and plentiful shops and boutiques; all enriched by a friendly, warm and welcoming community.

The Society is seeking to have a successful Proponent operate and maintain the Kitchen at the Little Mountain Field House (LMFH) through a Contract, which would include a lease to operate and use the LMFH Kitchen for use identified through this RFP process.

The Little Mountain Field House is regularly used by citizens at large for a host of events and functions throughout the year. Surrounded by the SASCU Sports Complex at Little Mountain, the facility is a hub for athletic events through the Spring, Summer, and Fall.

The Society has been leasing the Kitchen to a third party for a number of years and does not provide funding to support the operations. It is expected that the Kitchen Operator will generate income from the sale of food and beverages, in addition to other services that may be proposed and approved by the Society. The Society is open to alternate proposals regarding the scope and nature of the services to be provided at LMFH.

There is a limitation to the Kitchen space within the LMFH and does not include the other areas of the Field House or restrict Private rentals from using outside caterers or other food providers during those rentals. Proponents must determine the suitability of the building prior to submitting a proposal.

2. Anticipated Responsibilities of the Kitchen Operator and the Society

2.1 Anticipated Kitchen Operator Responsibilities

The Society anticipates that the Kitchen Operator would be responsible for provision of all services and daily maintenance for the Kitchen during each year of the Contract, as required, to ensure successful operation of the Kitchen, including, but not limited to the following:

- Obtain all necessary insurance, permits, and licensing for operating a kitchen space for food preparation and distribution;
- Provide kitchen equipment necessary for the operation that is not currently included or available;
- Regular cleaning, maintenance and repair of all equipment;
- Hiring and management of any personnel that are necessary to carry out the required services;
- Removal and disposal of all waste related to or generated by Kitchen operations into external dumpsters provided by the Society;
- Provision of security for the kitchen area;

Proponents should confirm and provide commentary in their proposals on the above responsibilities and services that they would and would not be prepared to provide in conjunction with operation and maintenance of the Kitchen.

2.2 Anticipated Society Responsibilities

The Society anticipates that it would be responsible for the following in relation to the Kitchen:

- Security and maintenance of the LMFH through electronic security;
- Major repairs, renovations or improvements as determined by the Society;
- General maintenance duties in LMFH, excluding the kitchen, and grounds surrounding; and
- Provision of Insurance for the LMFH structure;

Proponents should provide commentary or identify any concerns in their proposals with respect to the above anticipated responsibilities of the Society.

2.3 Confirmation of Services and Responsibilities

The terms and conditions of any Contract that may be negotiated and entered between the Society and a Proponent would govern the relationship between those parties and would confirm all terms and conditions relating to management, operation and maintenance of the

LMFH Kitchen, including the services and responsibilities of the Kitchen Operator and the responsibilities of the Society. The matters listed in this section of the RFP are for reference only, are not exhaustive and do not create any contractual or legal obligations between the Society and a Proponent.

3. Evaluation Criteria

The Society in its sole and unfettered discretion, may evaluate proposals based on the Society's determination of what provides the best value to the Society or best serves the interests of the Society.

To the extent the Society deems appropriate, the following criteria may be taken into consideration in the Society's evaluation of proposals:

- Proponent's ability and capacity to satisfy the Society's Kitchen operation key criteria and objectives as outlined in this RFP;
- Approach and methodology to be employed by Proponent in operating the Kitchen;
- Scope and nature of services and products to be provided by Proponent in operation of the Kitchen;
- Proposed Kitchen lease fees payable to the Society;
- Proponent qualifications, experience, expertise and track record and any key personnel or proposed sub-contractors;
- Proponent's references;
- Risks, if any, imposed on the Society by a proposal.

The Society may in its sole and unfettered discretion, negotiate and enter into a Contract with a Proponent whose proposal is not the most financially advantageous, but which in the sole and unfettered determination of the Society offers better value or best serves the interests of the Society. The decision of Society in all matters relating to the evaluation of proposals will be final.

Following the evaluation of all eligible proposals, a report outlining the results and recommendations will be presented by the Society to Council at a public meeting. Council shall make the final decision as to the selection of a preferred proposal.

4. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response:

- a) An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions contained herein;
- b) Table of contents, including page numbers;
- c) A short (one or two page) summary of the key features of the proposal; and
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".

All pages in a proposal should be consecutively numbered.

Proposals should be submitted in a format which cross-references the information provided by the Proponent with the specific section of this RFP that requires or contemplates it.

5. Proponent Response – Key Criteria and Objectives

Proposals should include a detailed response to the following:

- a) Proponent's commitment to and description of how it will provide first class, professional operation of the Kitchen;
- b) Proponent's past experience, background and skills in delivering similar services. Identify key personnel and outline their qualifications;
- c) Proposed fees payable to the Society for each of three (3) years of the anticipated term of the Contract for lease of the Kitchen;
- d) How Proponent will promote the Kitchen. Identify any strategies for marketing and communication;
- e) The scope and nature of services to be offered at the Kitchen, including any additional services and/or products that Proponent will provide to the Public at the Kitchen; and
- f) Proponent's Safety and Risk Management Plan;

6. Proponent Identification

Proposals should clearly identify the Proponent and whether it is an individual, a corporation, a partnership or a consortium, including the legal entity which will execute a Contract. If a proposal is from a consortium or partnership, information should be provided for all members including their legal and financial relationship with each other. The contact entity and representative for dealings with the Society should also be specified.

7. Authorizations

Proposals should name and be signed by an authorized signatory of the Proponent. If the Proponent is a consortium or partnership, one individual and one entity should be designated as the contact authorized to deal on behalf of the consortium or partnership. By submitting a proposal, a Proponent is deemed to be authorized to make the offer in the proposal and confirms that neither the Proponent has any interest in the proposal of any other Proponent, directly or indirectly, and that it has not entered into any agreement that could create such an interest.

8. Society's Discretion

In addition to any other discretion set forth in this RFP, the Society reserves the right, without limitation, in its sole and unfettered discretion, to:

- a) not consider any proposal from a Proponent who appears not to have the requisite experience or financial capability;
- b) contact for reference purposes any party to verify the Proponent's financial capability or experience or expertise or other information contained in its proposal;

- c) not consider any proposal that lacks required information or is otherwise incomplete;
- d) require clarification or additional information where a proposal is unclear, or allow rectification of defects;
- e) not consider any proposal that in the Society's opinion does not warrant detailed evaluation or is not in the best interests of the Society;
- f) select a preferred Proponent and any backup Proponents and communicate with them;
- g) negotiate with a Preferred Proponent or any backup Proponents on any matter including price;
- h) raise new issues in negotiation that were not mentioned in the RFP or in a proposal;
- i) not consider any or all proposals without any obligation or any compensation or reimbursement to the Proponents, and the Society is under no obligation to select a Proponent. This may occur because no Proponent has submitted a proposal on acceptable terms, including price, or for any other reason;
- j) discontinue this RFP for any reason whatsoever.

Appendix A







Appendix B

Receipt of RFP Confirmation Form

LMFH KITCHEN LEASE AND OPERATION
REQUEST FOR PROPOSALS

SHUSWAP RECREATION SOCIETY

CLOSING DATE AND TIME: MAY 15TH, 2026 AT 3:00 P.M. PACIFIC TIME.

For any further distributed information about this Request for Proposals, please return this form by email as soon as possible to:

David Knight
Operations Manager
e-mail: dknight@salmonarmrecreation.ca

COMPANY: _____

STREET ADDRESS: _____

SOCIETY: _____ POSTAL CODE: _____

PROVINCE: _____ COUNTRY: _____

MAILING ADDRESS, IF DIFFERENT: _____

FAX NUMBER: (____) _____ PHONE NUMBER: (____) _____

CONTACT PERSON: _____

TITLE: _____

E-MAIL ADDRESS: _____

Appendix C

Contract Clauses

Compliance with Laws

The Kitchen Operator will give all the notices and obtain all the licenses and permits required to perform the work and satisfy the requirements of this Contract. The Kitchen Operator will comply with all laws (including the principles of common law and equity), statutes, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other government authority having jurisdiction over the Kitchen.

Laws of British Columbia

This Contract is governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

Arbitration

All disputes arising out of or in connection with this Contract will, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the - *Arbitration Act*.

Release and Waiver

The Kitchen Operator hereby waives all claims against the Society, its representatives, employees and agents (collectively, the “released parties”) and releases the released parties from any and all liability and claims for all injury, death, loss, damage and expense of any kind that the Kitchen Operator or any other person may suffer as a result of or in connection with the Kitchen Operator's use of the Kitchen due to any cause whatsoever, including but not limited to negligence, breach of contract, breach of any statutory duty or duty of care on the part of any of the released parties and also including the failure on the part of the released parties to safeguard or protect any person from the risks, dangers and hazards associated with the use of the Kitchen. This waiver and release shall survive expiry or sooner cancellation of this Contract.

Indemnity

The Kitchen Operator unconditionally indemnifies and saves harmless the Society, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Society at any time or times (either before or after the expiration or sooner termination of this Contract) which may arise as a consequence of, or result from, any fault, act, failure to act or negligence of the Kitchen Operator whatsoever in connection with:

1. any breach, violation or non-performance of any covenant, regulation, condition or agreement in this Contract, set forth and contained on the part of the Kitchen Operator, to be fulfilled, kept, observed or performed;
2. any damage to the Kitchen or surrounding environment, or to any property while said property is in or about the Kitchen; and

3. any injury to the Kitchen Operator's representatives, employees, members, volunteers, agents, contractors, invitees, patrons and any other person invited or admitted to the Kitchen by the Kitchen Operator or any other party, including death, and this indemnity will survive the expiry or sooner termination of this Contract.

Insurance

The Kitchen Operator must, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in British Columbia in forms acceptable to the Society. All required insurance will be endorsed to provide the Society with 30 days' advance written notice of cancellation or material change. The Kitchen Operator will provide the Society with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the Contract.

Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The City of Salmon Arm and the Shuswap Recreation Society is to be added as additional insured and the policy shall contain a cross-liability clause.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Kitchen Operator in an amount not less than \$2,000,000.

Registration with WorkSafe BC

The Kitchen Operator and any approved sub-Contractors must be registered with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor may be required to submit a WorkSafe BC Clearance Letter indicating that all WorkSafe BC assessments have been paid.

Termination

Either party may terminate this Contract without cause for any reason by giving thirty (30) days written notice of the termination to the other party and the termination shall be effective upon the expiration of the thirty (30) days.

The Society may terminate the Agreement as follows:

- with cause, by providing the Kitchen Operator with Ten (10) days written notice, if the Kitchen Operator fails to account or make payments or fails to perform any obligation as required herein, and such failure is not cured within Ten (10) days after written notice thereof is given to the Kitchen Operator;

- with cause, on immediate written notice if the Kitchen Operator becomes insolvent or files or has filed against it a petition for bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or makes or has made against it an arrangement pursuant to any bankruptcy or insolvency law, or if the Kitchen Operator discontinues or dissolves its business or if any third party has such business discontinued or dissolved or if a receiver, trustee, receiver and manager, custodian, liquidator or any other person with similar powers is appointed for the Kitchen Operator.

Records

Upon the request of the Society, which may be verbal or written, the Kitchen Operator will provide the Society, at all reasonable times, with access to all accounting records, documents and materials, whether complete or otherwise, that have been produced, developed, received or acquired by the Kitchen Operator as a result of the Contract.

Business License

The Kitchen Operator shall obtain and hold, during the entire period of the Contract term, a valid business license issued by the Society. The Kitchen Operator is responsible for payment of any fees or charges associated with obtaining such license(s).