

## Special Parks and Recreation Advisory Committee Meeting to be held via Zoom

*\*If you'd like to watch or listen to the live Committee meeting, please email [Committees@Penticton.ca](mailto:Committees@Penticton.ca) 24-hours prior to the commencement of the meeting for the Zoom meeting participation details. You will have an opportunity to ask questions related to the agenda at the end of the meeting.*

**Tuesday, August 24, 2021  
at 3:00 p.m.**

1. **Call Regular Committee Meeting to Order**
2. **Adoption of Agenda**
3. **Adoption of Minutes**
  - 3.1 Minutes of the May 17, 2021 Parks and Recreation Advisory Committee Meeting **1-3**  
**Staff Recommendation:**  
*THAT the Parks and Recreation Advisory Committee adopt the minutes of the May 17, 2021 meeting as presented.*
4. **New Business**
  - 4.1 Skaha Lake Marina: Draft Request for Proposal Review – Anthony Haddad, General Manager, Community Services **4-47**  
**Staff Recommendation:**  
*THAT the Parks and Recreation Advisory Committee recommend to Council that the Skaha Lake Marina Request for Proposal document be supported.*
5. **Next Meeting** **48**
6. **Public Question Period**
7. **Adjournment to a Closed Meeting**

### **Recommendation:**

*THAT the Parks and Recreation Advisory Committee adjourn to a closed meeting pursuant to the provisions of the Community Charter as follows:  
Section 90 (1) (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;*

# Minutes



## Parks and Recreation Advisory Committee Meeting

held via Zoom  
Monday, May 17, 2021  
at 3:00 p.m.

- Present:** Isaac Gilbert, Chair  
James Palanio, Vice Chair  
Drew Barnes  
John Archer  
Laura Harp  
Marc Tougas  
Michaela Wooldridge  
Robert (Sandy) Ross  
Susan Fraser
- Staff:** Anthony Haddad, General Manager of Community Services  
Blake Laven, Director of Development Services  
Kelsey Johnson, Manager of Recreation, Arts & Culture  
Len Robson, Public Works Manager  
John Schappert, Legislative Assistant
- Regrets:** John Vassilaki, Mayor  
Gary Dean  
Tyson Bull

1. **Call to Order**

The Parks and Recreation Advisory Committee was called to order by the Chair at 3:01 p.m.

2. **Adoption of Agenda**

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adopt the agenda for the meeting held on May 17, 2021 as presented.

**CARRIED UNANIMOUSLY**

3. **Adoption of Minutes**

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adopt the minutes of the Special March 11, 2021 meeting as presented.

**CARRIED UNANIMOUSLY**

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adopt the minutes of the Special March 22, 2021 meeting as presented.

**CARRIED UNANIMOUSLY**

**4. New Business**

**4.1 Volunteer Week Proclamation from Council – Anthony Haddad, General Manager Community Services**

The General Manager of Community Services highlighted that Council proclaimed April 18-24 as Volunteer Week in the City of Penticton and thanked the committee members for their contributions.

**4.2 North Gateway Redevelopment and Investment Strategy – Anthony Haddad, General Manager Community Services**

The General Manager of Community Services provided some background information on the North Gateway Redevelopment and Investment Strategy project, highlighting the expected engagement process, timelines, design process and deliverables. It was mentioned that staff were looking for a couple of representatives from the Parks and Recreation Advisory Committee to participate in the design process. It was established that any Committee Members interested should reach out to staff within the next couple of weeks.

The floor was opened to the Committee for questions and comments. Members at Large asked about the current usage at the Queen's Park Ball Diamond. Staff estimated that this was currently around 40-50 hours a week, mainly on weekends. Members at Large asked about some of the current buildings (Memorial Arena, Convention Centre etc.) and any expectations of future improvements. A Member at Large asked if any of the golf course fell within the North Gateway area. Staff replied that it does not, but that input from the golf course is valuable due to its proximity to the North Gateway redevelopment.

**4.3 Mountain Bike Skills Park Subcommittee – Blake Laven, Director of Development Services and Penticton and Area Cycling Association**

The Director of Development Services provided background information on work that was done in the past regarding a Mountain Bike Skills Park on Campbell Mountain. Mr. Laven mentioned that challenges with this location lead staff to review other potential sites. He then provided an overview of the other potential sites that were looked at.

A Penticton and Area Cycling Association (PACA) representative provided further detail on the possible locations identified within the Three Blind Mice site, mentioning that some locations conflict with the Frisbee Golf course currently in place.

The floor was opened to the Committee for questions and comments. Members at Large asked about the target age groups for the skills park and how that might impact the preferred location. Concern was highlighted about potential parking issues at Three Blind Mice and funding of the skills park. PACA representatives indicated that the intent was to fund the project through fundraising and grant applications, with the funding requirements dependent on the location selected. A Member at Large expressed that a Management Plan needs to be completed first so that the Committee has the full picture of what is being proposed. A Member at Large asked about the upcoming priorities for the Parks and Recreation Advisory

Committee and how this project fits into the timeline. A Member at Large inquired about the amount of land required for this project and the potential capacity of use. A PACA representative indicated that 1 acre would be a minimum, with 2 to 3 acres as a more ideal amount, and that capacity would be dependent on size. It was concluded that staff would bring forward a more detailed report to the next Parks and Recreation Advisory Committee meeting, with assistance from PACA.

Michaela Wooldridge left the meeting at 5:01 p.m.

4.4 Parking Lot for 150 Crow Place – Blake Laven, Director of Development Services

The Director of Development Services highlighted the city-owned property at 150 Crow Place and staff's recommendation for a parking lot at this location.

The floor was opened to the Committee for questions and comments. Members at Large asked about the green space shown near the property and commented that bathroom facilities would be a necessary inclusion to the parking lot.

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee support the development of millings surface parking lot with approximately 40 spaces on the City owned park zone property at 150 Crow place.

**CARRIED UNANIMOUSLY**

5. **Next Meeting**

The next Parks and Recreation Advisory Committee meeting is tentatively scheduled to be held on June 14, 2021 at 3:00 p.m.

6. **Public Question Period**

7. **Adjournment**

**It was MOVED and SECONDED**

THAT the Parks and Recreation Advisory Committee adjourn the meeting held on May 17, 2021 at 5:09 p.m.

**CARRIED UNANIMOUSLY**

Certified Correct:

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John Schappert  
Legislative Assistant

# Committee Report

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**Date:** August 24, 2021  
**To:** Parks & Recreation Advisory Committee  
**From:** Anthony Haddad, General Manager, Community Services  
**Subject:** **Skaha Lake Marina: Draft Request for Proposal Review**

File No: 2380-20

## Staff Recommendation

THAT the Parks and Recreation Advisory Committee recommend to Council that the Skaha Lake Marina Request for Proposal document be supported.

## Background

On March 31, 2021 Council endorsed the Community Opinion Question related to the Skaha Lake Marina lands to be held at the June 19<sup>th</sup> 2021 By-Election, and passed the following resolution:

**109/2021 It was *MOVED and SECONDED***

*THAT Council seek a community mandate to establish a long-term agreement with a private operator to help fund the capital improvements and operate the Skaha Marina by including the following question on the spring 2021 by-election ballot;*

*Do you support the City selecting a private operator and entering into a long-term agreement of up to 25 years in order to fund the marina improvements and provide marina services at Skaha Lake Park?*

*YES or NO*

*AND THAT the Council resolve to abide by the results of Community Opinion Question on the by-election ballot;*

*AND THAT if there is community support through the by-election, the proposed operating agreement will be brought back to the Parks and Recreation Advisory Committee for review and a recommendation prior to being presented to Council for a decision.*

**CARRIED UNANIMOUSLY**

The Community Opinion was held at the June 19<sup>th</sup> By-Election where the following question was asked:

*Do you support the City selecting a private operator and entering into a long-term agreement of up to 25 years in order to fund the marina improvements and provide marina services at Skaha Lake Park?*

*YES or NO*

The results of Skaha Marina Community Opinion from the June 19<sup>th</sup> 2021 By-Election were as follows:

YES: 2,453  
NO: 2,416

Staff then presented a report to Council on July 20<sup>th</sup> 2021 with a summary of the Community Opinions results and identification of next steps, including the development of a draft RFP to seek proponents for the development of a long-term Operating Management Agreement up to 25 years for the Skaha Marina Lands. The following resolution was passed:

222/2021 ***It was MOVED and SECONDED***

*THAT Council reaffirm their commitment to abide by the results of the Community Opinion Question that was successfully supported on the June 19, 2021 by-election ballot;*

*AND THAT Council direct staff to proceed to develop a Request for Proposals for the development of a long-term Operating Management Agreement up to 25 years for the Skaha Marina lands and refer the proposal to the Parks and Recreation Advisory Committee for review before returning to Council for approval.*

**CARRIED UNANIMOUSLY**

## **Analysis**

Staff are now moving forward this this Council direction and have drafter the Request for Proposals (RFP), which is the next step in identifying a long term operator for the Skaha Marina lands. The RFP process seeks proposals for investment in a long term Management Operating Agreement, up to a maximum of 25-years, with the City for the use, development, operations and management of the Skaha Marina Lands.

The Draft RFP document is provided for the committee and community's review in Attachment A.

The terms upon which the City will be seeking proposals under the RFP process will include the following parameters, which were communicated to the community in advance of the Community Opinion process:

- Period of term up to 25 years
- Maintain existing property and water boundaries
- Maintain similar dock configuration
- Operate using similar sized building footprint
- Performance reviews every 3-5 years
- Provide the following Marina services:
  - Short-term and long-term moorage both on water and vertical dry dock storage, including provision of a Fire Suppression system
  - Marine repairs to support Skaha Marina use and accessory retail store
  - Gas dock with fuel sales
  - Watercraft and equipment rentals
  - Operation of a café and / or licensed restaurant
- Parking demand analysis based on the proposal brought forward

Contained with the Draft RFP document are scoring criteria for the review of proposals submitted through the RFP process, the table below outlines what is being proposed.

SCORED CRITERIA	WEIGHT
<b>Financial Contribution &amp; Viability</b> <ul style="list-style-type: none"> <li>i. Annual Rental fee proposed (set fee, percentage of revenue etc.)</li> <li>ii. Capital upgrade plan (proponent involvement, level and nature of capital contribution, partnership if any with City)</li> <li>iii. Financial viability of organization</li> <li>iv. Financial assurances or performance guarantees of proponent</li> </ul>	25%
<b>Benefit to the City &amp; Community</b> <ul style="list-style-type: none"> <li>i. Alignment with the Skaha Lake Park East Master Plan and relevant City policies</li> <li>ii. Marina Services</li> <li>iii. Food &amp; Beverage Services</li> <li>iv. Approach to supporting local use of marina</li> </ul>	30%
<b>Proponents Team</b> <ul style="list-style-type: none"> <li>i. Design and Construction (if necessary)</li> <li>ii. Operations and Maintenance</li> <li>iii. Past performance</li> <li>iv. Reference Checks</li> </ul>	20%
<b>Proponents Plan</b> <ul style="list-style-type: none"> <li>i. Market Research</li> <li>ii. Marketing Plan</li> <li>iii. Design and Construction</li> <li>iv. Operations Plan</li> <li>v. Maintenance Standards</li> <li>vi. Financial Plan</li> <li>vii. Construction &amp; Opening Schedule</li> <li>viii. Capital Maintenance Plan</li> </ul>	25%

Staff look forward to reviewing these with the Committee and receiving feedback on the overall RFP document before finalizing for Council.

At the Committee meeting on August 24<sup>th</sup>, 2021, Staff will present the Draft RFP document and seek direction from the committee to set up another Special Meeting if required to ensure that the Committee have the appropriate time to hear from staff, review and comment on the proposed RFP.

## Timeline

As noted in the July 20<sup>th</sup> 2021 Council Report, staff will be working closely with the Parks and Recreation Advisory Committee and Council throughout the upcoming process and have outlined below the next steps and approximate timeline to be undertaken:

### 1. Draft a Request for Proposals (July – September 2021)

- Review by Parks & Recreation Advisory Committee at upcoming meeting
- Online ([shapeyourcitypenticton.ca](http://shapeyourcitypenticton.ca)) and in-person (kiosk) public review opportunities
- Evaluation criteria will be included for Committee and Council review
- Council review and decision on RFP document on September 7<sup>th</sup> 2021

**2. Public posting of Request for Proposals (September – November 2021)**

- Selection Committee created to review proposals, which will involve City staff and representatives from Parks & Recreation Advisory Committee involved in Selection Committee
- RFP posted on City website and BC Bid

**3. Review & Selection of Proponent (November – December 2021)**

- Selection Committee to review and evaluate the proposals to determine preferred proponent
- Selection Committee to present preferred proponent to the Parks & Recreation Advisory Committee
- Staff will provide Council with results of RFP process and recommended preferred proponent.
- Notification of decision

**4. Management Operating Agreement Approval (January 2022)**

- Work with selected proponent on developing terms of Management Operating Agreement
- Staff will bring the proposed Management Operating Agreement to the Parks & Recreation Advisory Committee for a recommendation prior to it returning to Council for final approval
- Council approval of Management Operating Agreement

In order to ensure that the Marina operations are ready for the 2022 season, staff are intending of completing the process by January 2022, to ensure adequate time for preparing the site for use.

Staff are seeking the Committee's input prior to finalizing the RFP document for Council's review.

**Attachments**

*Attachment A - Skaha Marina DRAFT RFP*

Respectfully submitted,

Anthony Haddad  
General Manager, Community Services





# **REQUEST FOR PROPOSALS**

## **FOR**

### **MANAGEMENT AND OPERATION OF SKAHA LAKE MARINA BUILDING AND WATERFRONT PROPERTIES LOCATED AT 124 SOUTH BEACH DRIVE, PENTICTON, BC**

**Request for Proposals No.: 2021-RFP-XX**

**Issued: XXX XX, 201X**

**Closing Date and Time: XXX XX, 201X at XX:00 PM**

A non-mandatory site meeting will be held at the following time and place to answer any questions Respondents may have before submitting a Proposal:

- XXXX Road, Penticton, BC at 00:00AM on Day Month Year

## **Summary, Contents & Instructions:**

### **Summary:**

Through this Request for Proposals, the City of Penticton invites Proposals from Respondents who will enter into a long term Management Operating Agreement for the future development within the Skaha Marina Lands including:

- Period of term up to 25 years
- Maintain existing property and water boundaries
- Maintain similar dock configuration
- Operate using similar sized building footprint
- Performance reviews every 3-5 years
- Provide the following Marina services:
  - Short-term and long-term moorage both on water and vertical dry dock storage, including provision of a Fire Suppression system
  - Marine repairs to support Skaha Marina use and accessory retail store
  - Gas dock with fuel sales
  - Watercraft and equipment rentals
  - Operation of a café and / or licensed restaurant
- Parking demand analysis based on the proposal brought forward

This RFP document details of the Services required; the process for submission, evaluation and award of the Contract; the terms and conditions of the Contract; plus forms which outline the information a Respondent to this RFP should submit in their Proposal. Refer to the City's website at [www.penticton.ca/bidopportunities](http://www.penticton.ca/bidopportunities) for General Terms and Conditions, Contractor's Responsibilities, WCB, and business licence information.

### **Contents:**

This Request for Proposals (the "RFP") is organized into the following parts:

- **Part A: The Services** – full details of the Services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: Submission Forms** – the forms a Respondent should submit in their Proposal


### **Award:**

Only the Successful Respondent will be notified. Results can be found on our website at [www.penticton.ca/bidopportunities](http://www.penticton.ca/bidopportunities)

### Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

*Example:*

	Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
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DRAFT

## **Part A: The Services**



This Part A provides details on the Services required by the City of Penticton. Respondents should ensure they are fully capable of providing all of the requirements outlined, as this section will form the scope of work in the final Contract.

### **1. Background & Summary**

The City of Penticton (the “City”) is looking for a Respondent who will operate and maintain the marina and food and beverage services and associated improvements for up to a 25-year period through a Management Operating Agreement within City owned lands and a sub-license of occupation with the Province of BC for the marina area.

The objectives of the RFP are to evaluate the Respondent’s proposed development of the Skaha Marina lands in line with the direction provided in the 2021 Skaha Lake Park East Master Plan. Evaluation of Proposals will also occur in relation to construction and operating experience, market research, benefit to the City and community, environmental enhancement, ability to finance, business plan, operations plan, risk mitigation strategy, schedule and financial measures.

This Request for Proposal is designed to provide the in depth information and understanding needed to allow for the selection of a Successful Respondent. The end result of the process will be for the City to negotiate with one Successful Respondent and execute a Management Operating Agreement and sub-license of occupation.

### **2. Scope of Management Operating Agreement (the “Services”):**

The City is prepared to enter into a long term Management Operating Agreement for the following:

1. The Skaha Marina lands are shown in Figure 1, which include the following:
  - a. City owned lands – 2,739 m<sup>2</sup>
  - b. Province of BC land – 10,500 m<sup>2</sup>

The City holds a License of Occupation from the Province of BC for the portion of the lands located west of the high water mark, and is applying to the Province to establish 30-year lease for these lands. The City will issue a Sub-License of Occupation of that area to the Successful Respondent. The Successful Respondent will be bound by the terms and conditions of the Sub-License of Occupation with the Province. PLEASE NOTE: The Province has indicated they do not support further sub-leasing to individual slip owners. The City will work with the Successful Respondent to validate other options if needed.

The current Provincial License of Occupation is attached in **Schedule A**.



**Figure 1 – Skaha Marina Lands**

Management Operating Agreement Term:

The City is prepared to consider a long term Management Operating Agreement for up to 25 years in length.

- Period of term up to 25 years
- Maintain existing property and water boundaries
- Maintain similar dock configuration
- Operate using similar sized building footprint
- Performance reviews every 3-5 years
- Annual building and site inspections
- Provide the following Marina services:
  - Short-term and long-term moorage both on water and vertical dry dock storage, including provision of a Fire Suppression system
  - Marine repairs to support Skaha Marina use and accessory retail store
  - Gas dock with fuel sales
  - Watercraft and equipment rentals
  - Operation of a café and / or licensed restaurant
- Parking demand analysis based on the proposal brought forward

Official Community Plan Designation

Official Community Plan Bylaw 2002-20 ("OCP Bylaw") designates the lease areas as Parks and Recreation.

Development Permit Area Designation

Large portions of the lease areas adjacent to Skaha Lake and adjacent to the north south water course that runs adjacent to South Main Street are included in the Riparian Development Permit Area of the OCP Bylaw.

Commercial development on the property will require a Development Permit to ensure compliance with the Commercial and Mixed-Use Development Permit Area requirements of the Official Community Plan.

### Zoning Designation

Zoning Bylaw 2011-23 ("Zoning Bylaw") designates the lease areas as P2 – Parks and Recreation and allows for the uses associated with this Request for Proposal.

### Amendments to OCP, Zoning and Parks Dedication Bylaws

The City will not consider any other uses, other than the provision of the following Marina services:

- Short-term and long-term moorage both on water and vertical dry dock storage
- Marina repairs and accessory retail store
- Gas dock with fuel sales
- Watercraft and equipment rentals
- Operation of a café and / or licensed restaurant
- Provision of appropriate parking to accommodate the proposal

### Archeological Review

The subject lands have been identified as being in an area of high potential for archeological materials. If through the course of development, it is discovered that there are any items of archeological significance, it is the Successful Respondent's responsibility to notify the Archeological Branch of the Ministry of Forest, Lands and Natural Resources BC. Failure to do so may result in severe liability. As this property is identified as being an area for high potential, we also recommend consultation with the Penticton Indian Band (PIB) Natural Resources Division to provide an initial desktop review and provide further advice on how to proceed. Contact the PIB at [lands.manager@pib.ca](mailto:lands.manager@pib.ca)

Collaboration with the Penticton Indian Band and the City of Penticton to develop opportunities for mutual benefit on Syilx Nation ancestral lands should be considered by Respondents.

### Geotechnical

A preliminary geotechnical assessment was completed by Levelton Consultants Ltd. in August of 2012. For a complete copy of the Geotechnical Report – see Schedule B.

Some of the significant findings of the Geotechnical Report follow. Respondents are responsible to view the complete report:

1. The majority of the site is most suited, from a geotechnical perspective, for construction of one to two storeys, relatively lightly loaded commercial or residential buildings;
2. Higher buildings may be considered for some areas, but additional site preparation and ground improvement and or deep foundations maybe required; and
3. Below grade construction is not recommended due to high ground water table and potential for flooding.

### Geotechnical Constraints of the Site

1. Variability in compressibility of the silt deposit;
2. Shallow ground water table;
3. Potential of post-construction settlement due to consolidation of silt;
4. Low bearing capacity of near-surface silt; and
5. The need to avoid development in areas that could be impacted by instability of the slope to the east of the site.

### Slope Stability

1. There is a set forward area varying from 10m to 27m wide directly west of the west curb line of South Main Street.

#### Environmental

A Stage 1 Preliminary Site Investigation was completed by Levelton Consultants Ltd. in June of 2012. For a complete copy of the Stage 1 & 2 Preliminary Site Investigation Report– [see Schedule C](#).

Some key findings of the Stage 1 and Stage 2 report follow. Respondents are responsible to view the complete reports:

City Lease Area from the Province of BC, the area west of the marina building.

1. An Area of Potential Environmental Concern in the form of a former Underground Storage Tank north of the marina building in the area leased by the City from the Province of BC. Due to changes in regulatory framework since removal in 1997 a Stage 2 Preliminary Site Investigation was recommended.

A Stage 2 Preliminary Site Investigation was completed by Levelton Consultants Ltd. in April 12 of 2013. The Stage 2 Report identified the following:

1. Analytical analysis of soils from the identified Area of Potential Environmental Concern indicated that concentrations were below Residential Parkland Standards.
2. Ground water sampling of two of the three wells did not exceed applicable standards.
3. Ground water sampling of one of the wells identified Pyrene that was above the Aquatic Water Standards and two other items that were near detection limits.
4. Two additional ground water sampling tests were taken at the Pyrene well and those tests confirmed that Pyrene below laboratory detection limits.
5. Based on the Stage 2 Preliminary Site Investigation intrusive subsurface investigations are required at this time.

#### City Owned Lot A

1. The likelihood of soil or ground water contamination in excess of applicable Contaminated Sites Regulations Commercial Land Use Standards is low. No Stage 2 Preliminary Site Investigation was recommended.

#### Utilities and Easements on the Property

Located on the property are water mains, sanitary sewer mains, gas lines and a BC Gas Easement. These are as illustrated on Figure 3. In addition to these there are also underground irrigation systems.





<https://www.penticton.ca/our-community/about-us/maps-gis-open-data>

The Skaha Marina is currently being used for the provision of marina services and an on-site café, which is operating under a 3 Year Licence to Use Agreement. The current agreement expires on March 31, 2022.

Building:

- Marina:

- 94 boat docking slips
- 2 slips are provided for the City's Fire Department
- 2 slips are allocated for the Dragon Boats
- 2 gas pumps

2021-RFP-XX  
Skaha Marina

The moorage season typically runs from March 1 to November 30 inclusive (9 months) with the storage season from October 1 to March 31 inclusive (6 months).

The general condition of the building is adequate but updating is necessary. The docks in the marina have been upgraded over recent years, however further improvement are required.

All measurements are approximate.



**Figure 4 – Skaha Marina view to the south east**



**Figure 5 – Skaha Marina view to the north-east**





**Figure 6 – Skaha Marina view of existing east façade of marina building**

#### Access, Egress and Parking

Access and egress is available by boat from Skaha Lake or by vehicle from South Main Street.

Parking within the Skaha Marina lands, as shown in Figure 1, are for the operation of the marina development.

#### Services

All services are available in the area. Electric power is available by way of overhead lines.

Natural gas is provided to the site.

The site is connected to water and sanitary sewer.

#### Existing Building Plans

Existing building plans are provided in **Schedule D**.

#### Skaha Lake East Master Plan

The Skaha Lake East Master Plan was approved by Council in early 2021. A copy of this document is provided in **Schedule E**.

#### Taxes

Property taxes for the Skaha Marina licensed lands are as follows:

- License to Use area that includes the marina building and parking lot: 2021 taxes of \$7,258.87
- Sub-licensed area that includes the crown aquatics lands (marina): 2021 taxes of \$3,629.05

## **SCHEDULES**

**Schedule A** – Current Provincial License of Occupation

**Schedule B** – Geotechnical Report

**Schedule C** – Environmental Report

**Schedule D** – Existing Building Plans

Schedule E – Skaha Lake Park East Master Plan

**SYNC** [site to download these documents](#)

## Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the City, and how the Contractor will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

### 1. Key Details:

#### 1.1. RFP Inquiries:

Direct all inquiries to this RFP via the “Messages - Questions and Answers” feature on the City of Penticton Bonfire portal: <https://penticton.bonfirehub.ca/portal>

Information obtained from any source other than through the Bonfire portal is unofficial and must not be relied upon as part of this RFP. Respondents must not contact any other employees, officers, consultants, agents, elected officials or other representatives of the City of Penticton regarding matters related to this RFP. Any Respondent found to have contacted persons other than through the Bonfire portal, may be disqualified from submitting a Proposal, or have their Proposal rejected.

All questions regarding this RFP must be submitted through the Bonfire portal prior to the Deadline for Questions detailed under Section 1.2 of this Part B or as shown on the portal. The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the City shall not be held responsible for any misunderstanding by the Respondent.

#### 1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the City's discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	XXX
Site Meeting Date	XXX
Deadline for Questions	XXX
Last Day for Issue of Addenda	XXX
RFP Closing Date and Time:	XXX at 00:00 PM
Notice of Award Date (estimated)	XXX

#### 1.3. Site Meeting Details:

A non-mandatory site meeting will be held at the following time and place to answer any questions Respondents may have before submitting a Proposal:

- XXXX Road, Penticton, BC at 00:00AM on Day Month Year

#### 1.4. Submission of Proposals:

Refer to Part D for submission instructions.

**RFP Closing Date and Time:** Proposals must be submitted and finalized no later than the time and date detailed in section 1.2.

## 2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out in this section.

- 2.1. "Addenda" or "Addendum" means additional information or amendments to this RFP, issued by the City in accordance with Section 5 of this Part B.
- 2.2. "City" means The Corporation of the City of Penticton.
- 2.3. "City Representative" means the representative or appointee engaged by the City to supervise the Services.
- 2.4. "Contract" means a written agreement for the provision of the Services that may result from this RFP, executed between the City and the successful Respondent to this RFP.
- 2.5. "Contractor" means the Successful Respondent to this RFP who enters into a Contract with the City.
- 2.6. "Closing Date and Time" means the date and time that Proposals to this RFP must be received by in accordance with Section 1.2 of this Part B.
- 2.7. "Proposal" means a Proposal submitted by a Respondent in response to this RFP.
- 2.8. "Respondent" means a person or entity that submits a Proposal to this RFP.
- 2.9. "RFP" means this Request For Proposals # XXX-XXX, including all Parts A to D.
- 2.10. "Section" means the numbered section of the referenced part of this RFP.
- 2.11. "Services" means the Services which the City seeks to be provided by the Contractor, as outlined in Part A.
- 2.12. "Subcontractor" means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.
- 2.13. "Successful Respondent" means the Respondent submitting the most advantageous Proposal as determined by the City.

## 3. Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments must be submitted in the same way as the original Proposal, as detailed in Section 1.4 of this Part B. Amendments to a Proposal must be clearly labelled as such, must contain the RFP reference number and title, and the full legal name and legal address of the Respondent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced.

#### 4. Withdrawal of a Proposal by Respondent:

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time.

#### 5. Addenda Issued by City:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the City may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (at the Project on <https://penticton.bonfirehub.ca/portal>). Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the City deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the City may extend the Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Proposals should confirm receipt of all Addenda in Appendix A – Certification Form of their Proposal.

#### 6. Evaluation of Proposals:

The City will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which will include City employees and may include independent parties and stakeholders. The City's intent is to enter into a Contract with the Respondent who has met all mandatory criteria and who has the highest overall ranking based on this evaluation process.

To assist in evaluation of the Proposals, the City may, in its sole and absolute discretion, but is not required to:

- a) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal or any other references the City may see fit to contact, to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- b) seek clarification of a Proposal or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of Proposals; and
- c) request interviews or presentations with any, all or none of the Respondents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the City, including the time, location, length and agenda for such interviews or presentations. The cost of the interview or presentation shall be the sole responsibility of the Respondent;

and the City may in their sole and absolute discretion rely on and consider any information received as a result of such reference checks, background investigations, requests for clarification or supplementary information and interviews/presentations in the evaluation of Proposals.

The City will evaluate the Proposals in accordance with this Schedule 1. Without limiting the rest of this Schedule, the overall objective of the evaluation is to select the Proposal or combination of Proposals that substantially satisfies the Project and provides Best Value to the City.

#### 6.1. Evaluation Process and Criteria:

An Evaluation Committee will evaluate each Proposal. The Evaluation Committee will recommend a one (1) preferred Respondent to City Council. The Council may, in its sole and absolute discretion, accept or reject the recommendations of the Evaluation Committee.

If the City determines that a Proposal is unclear in some aspects, a list of questions may be prepared to provide the Respondent with an opportunity to clarify its Proposal. If these clarifications are insufficient, the City may in its sole and absolute discretion decline the Proposal.

Evaluation of Proposals will be based solely on the contents of the submissions and any clarifications provided in writing in response to the questions asked by the City's Contact Person. The evaluation will be conducted in the manner and sequence described below.

- completeness review of proposal;
- qualitative evaluation; and
- reference checks.

#### 6.2. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

MANDATORY CRITERIA
The Respondent or a representative attended the mandatory site meeting
Appendix A - Certification Form – Signed, Dated and acknowledged any addendums

#### 6.3. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

SCORED CRITERIA	WEIGHT
<b>Financial Contribution &amp; Viability</b> <ul style="list-style-type: none"><li>i. Annual Rental fee proposed (set fee, percentage of revenue etc.)</li><li>ii. Capital upgrade plan (Respondent involvement, level and nature of capital contribution, partnership if any with City)</li><li>iii. Financial viability of organization</li><li>iv. Financial assurances or performance guarantees of Respondent</li></ul>	25%



<b>Benefit to the City &amp; Community</b> <ul style="list-style-type: none"><li>i. Alignment with the Skaha Lake Park East Master Plan and relevant City policies</li><li>ii. Marina Services</li><li>iii. Food &amp; Beverage Services</li><li>iv. Approach to supporting local use of marina</li></ul>	30%
<b>Respondents Team</b> <ul style="list-style-type: none"><li>i. Design and Construction (if necessary)</li><li>ii. Operations and Maintenance</li><li>iii. Past performance</li><li>iv. Reference Checks</li></ul>	20%
<b>Respondents Plan</b> <ul style="list-style-type: none"><li>i. Market Research</li><li>ii. Marketing Plan</li><li>iii. Design and Construction</li><li>iv. Operations Plan</li><li>v. Maintenance Standards</li><li>vi. Financial Plan</li><li>vii. Construction &amp; Opening Schedule</li><li>viii. Capital Maintenance Plan</li></ul>	25%

#### 6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the City will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing Mandatory Criteria: If the City finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the City may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 5 calendar days to remedy and supply the requirements. The 5 calendar days shall commence upon notification by the City to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the City may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the City may use this information to reassess and/or re-score the Proposal according to the scored criteria.

#### 6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the City. In the event that two or more Proposals have an equal total weighted-

scored, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the City.

#### 6.6. Conclusion and Execution of a Contract

Neither the City nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by the City, to conclude a Contract, it is expected that the City and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.

The City would seek to execute a Contract within 30 days of issuing an invitation to the Respondent to conclude a Contract. If the City and Respondent do not, for any reason, execute a Contract within this time-period, the City may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The City may then continue this process until a Contract is executed, or there are no further Respondents, or the City otherwise elects to cancel the RFP process entirely. For clarity, the City may discontinue discussions with a Respondent if at any time the City is of the view that it will not be able to conclude a Contract with that Respondent.

### 7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

#### 7.1. Proposals in English:

All Proposals are to be in the English language only.

#### 7.2. Only One Entity as Respondent:

The City will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The City will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Subcontractor. The Respondent may include the Subcontractor and its resources as part of the Proposal and the City will accept this, as presented in the Proposal, in order to perform the evaluation. All Subcontractors to be used in the Service must be clearly identified in the Proposal.

#### 7.3. Proposals to Contain All Content in Prescribed Forms:

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The City may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

#### 7.4. References and Experience:

In evaluating a Respondent's experience, as per the scored criteria, the City may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the City's own experience with the Respondent.

**7.5. RFP Scope of Work is an Estimate Only:**

While the City has made every effort to ensure the accuracy of the Services described in this RFP, the City makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

**7.6. Respondent's Expenses:**

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the City, if required. The City will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

**7.7. Retention of Proposals and FOIPPA:**

All Proposals submitted to the City will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIPPA"). Respondents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Contractor's Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the City's obligations under FOIPPA and the City's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

**7.8. Notification and Feedback to Unsuccessful Respondents:**

At any time up until or after the execution of a written Contract with the Contractor, the City may notify unsuccessful Respondents in writing that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with the City's Purchasing Department in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the City's sole discretion in order to protect the confidentiality of other Respondents and the City's commercial interest.

**7.9. Conflict of Interest:**

All Respondents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Certification Form. The City may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and City employees) create or could be perceived to create a conflict of interest.

The City may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Certification Form.

**7.10. Confidentiality:**

All information provided to Respondents by the City as part of this RFP process is the sole property of the City and must not be disclosed further without the written permission of the City.

**7.11. No Contract A and No Claims:**

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the City and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the City are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the City for any damage or other loss resulting from a Respondent's participation in this RFP, including where the City does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the City not execute a Contract with the Respondent for any reason whatsoever.

**7.12. Right to Cancel RFP:**

Although the City fully intends to conclude a Contract as a result of this RFP, the City may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

**7.13. Governing Law and Trade Agreements:**

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

## Part C: Submission Instructions and Forms



This Part D contains forms detailing the information that should be included in a Proposal, as detailed under Section 6 of Part B.

### Part C Contents:

This Part C contains the following forms:

- Appendix A – Certification Form
- Appendix B – Covering Letter
- Appendix C – Organization and Team
- Appendix D – Proposed Uses
- Appendix E – Turn Over Plan
- Appendix F – Marketing Plan
- Appendix G – Design and Construction
- Appendix H – Operations
- Appendix I – Maintenance Plan
- Appendix J – Environmental Protection
- Appendix K – Financial Contribution & Viability
- Appendix L – Financial Plan
- Appendix M – Risk Mitigation
- Appendix N – Schedule
- Appendix O – References

## SUBMISSION OF PROPOSALS

Please follow these instructions to view all files and submit via our Public Portal.

Log in to Bonfire or register your company on the portal at <https://penticton.bonfirehub.ca/portal>

Please note that the email address you register with will be the email address all notifications will be sent to.

Requested Information:

Name	Type	Requirement
Appendix A – Certification Form	File Type: PDF (.pdf)	Required
Appendix B – Covering Letter	File Type: PDF (.pdf)	Required
Appendix C – Organization and Team	File Type: PDF (.pdf)	Required
Appendix D- Proposed Uses	File Type: PDF (.pdf)	Required
Appendix E – Turn Over Plan	File Type: PDF (.pdf)	Required
Appendix F – Marketing Plan	File Type: PDF (.pdf)	Required
Appendix G – Design and Construction	File Type: PDF (.pdf)	Required
Appendix H - Operations	File Type: PDF (.pdf)	Required
Appendix I – Maintenance Plan	File Type: PDF (.pdf)	Required
Appendix J – Environmental Protection	File Type: PDF (.pdf)	Required
Appendix K – Financial Contribution & Viability	File Type: PDF (.pdf)	Required
Appendix L – Financial Plan	File Type: PDF (.pdf)	Required

Appendix M – Risk Mitigation	File Type: PDF (.pdf)	Required
Appendix N – Capital Upgrade Schedule	File Type: PDF (.pdf)	Required
Appendix O - References	File Type: PDF (.pdf)	Required

#### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100MB.

Please do not embed any documents within your loaded files, as they will not be assessable or evaluated.

#### **UPLOAD YOUR SUBMISSION AT:**

<https://penticton.bonfirehub.ca/portal>

Your submission must be uploaded, submitted and finalized prior to the Closing Time. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

#### Important Notes:

Each item of Requested Information will only be visible to the City after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

#### **Subsequent Withdrawal or Modifications of a Proposal**

A Respondent who has already submitted a Proposal may revoke or revoke and resubmit a Proposal only via the Bonfire Portal at any time up until the Closing Date and Time. A Proposal revocation or resubmission that is received after the Closing Date and Time shall not be considered and shall not affect a Proposal as submitted. Instructions for revoking or amending a Proposal through Bonfire are available on the Bonfire website. The following links are provided for convenience only:

For revoking: <https://bonfirehub.zendesk.com/hc/en-us/articles/210464328-Can-I-un-submit-my-bid-once-it-has-been-submitted-and-finalized->

For amending: <https://bonfirehub.zendesk.com/hc/en-us/articles/200531216-I-finalized-my-submission-but-would-like-to-change-the-files-uploaded>


The Respondent assumes the entire risk that any intended Proposal revocation or resubmission is completed prior to the Closing Date and Time.

### **NEED HELP?**

City of Penticton uses a Bonfire portal for accepting and evaluating proposal digitally. Please contact Bonfire at [Support@GoBonfire.Com](mailto:Support@GoBonfire.Com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

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## APPENDIX A – CERTIFICATION FORM

	Respondents must complete all details requested in this Appendix A – Certification Form and include this completed form in the Proposal, as detailed under Section 6.1 (Mandatory Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.
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### 1. Respondent Details:

Full Legal Name of Respondent:	
Other "DBA" Names the Respondent Uses:	
Registered Address:	
Respondent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

### 2. Certification & Acknowledgement of RFP Process:

By signing this Appendix, A – Certification Form, we the Respondent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the City and us, the Respondent, and that no contractual obligations shall arise between the City and us, the Respondent, until and unless we execute a written Contract with the City.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
  - i. The Respondent has an unfair advantage or engages in conduct which may give it an unfair advantage;
  - ii. The Respondent has had access to confidential information of the City which is not available to other Respondents to this RFP.



- iii. The Respondent has influence over an employee of the City who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Respondent an unfair advantage or preferential treatment.

3. Agreement:

The Respondent undertakes and agrees that:

- a) Upon review and award of the Proposal, the City will create a Contract based on our standard Management Operating Agreement modified to include the specific items being developed in the time lines specified in the Successful Respondent's Proposal and as awarded by Council. The Contract will be provided to the Successful Respondent who will be required to execute and deliver the documents to the Corporate Officer within ten (10) days of receipt.
- b) If awarded the Contract, the Successful Respondent shall construct, maintain and operate the development on the Skaha Marina lands within the time specified in the Management Operating Agreement.

4. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the City up until the Closing Date and Time:

Addendum #	Issued On Date:

5. Certification Signature:

The Respondent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Respondent:

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

## APPENDIX B – COVERING LETTER



Proposals should include information as detailed below in this Appendix B – Covering Letter.

A covering letter signed by an authorized representative of the company should be provided outlining the intent of the Proposal and stating that the information contained in the Proposal accurately describes the proposed development and operation to be provided. The Proposal must also guarantee that all details of the Proposal will be honored for a specified period from the submission date. Respondents are to note that this specified time shall be at least until Execution of Agreements.

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## APPENDIX C – ORGANIZATION AND TEAM



Proposals should include information as detailed below in this Appendix C – Organization and Team.

Two descriptions of the Respondents organization are required.

One description should identify the key people and positions that will design and build the development proposed. The Respondent is to also identify contractors that will be utilized. For any contractor, provide information on the size of the firm (for example employees and revenues), services provided, key staff, areas of expertise and length of time in operation should also be provided.

The second description should identify the key positions and, if possible, the people (or job descriptions with experience levels) who will maintain and operate the development being proposed.

Any significant organizational changes between the design and construction team and the long term operations team should be described.

## APPENDIX D – PROPOSED USES



Proposals should include information as detailed below in this Appendix D – Proposed Uses.

A detailed description of what the Respondent will develop on the Skaha Marina land area. The detailed description should include a site plan showing the proposed works and concept drawings of the various specific elements.

The description should provide information on:

### Marina:

- a) The number and size of the marina slips;
- b) Mechanism of tenure for those renting, leasing or purchasing slips;
- c) Wharf upgrades and additions;
- d) Fuel services;
- e) Repair service;
- f) Marine rentals;
- g) Marine retail; and
- h) Capital investment.

### Food Services

- a) Type of food service;
- b) Size;
- c) Seating;
- d) Liquor service;
- e) Hours and days and months of operation; and
- f) Capital investment.

### Retail

- a) Type of retail;
- b) Size;
- c) Hours and days and months of operation; and
- d) Capital investment.

### Other

- a) Type of other development being installed;
- b) Size;
- c) Hours and days and months of operation;
- d) Capital investment

## APPENDIX E – TURN OVER PLAN



Proposals should include the information as detailed below in this Appendix E – Turn Over Plan.

A Turn Over Plan that clearly shows how the operation of the Skaha Marina Lands will be taken over from the current operator and turned over to a future operator is to be provided. The plan should clearly illustrate how a smooth transition with no interruption in marina service will be achieved.

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## APPENDIX F – MARKETING PLAN



Proposals should include the information as detailed below in this Appendix F – Marketing Plan.

A comprehensive Marketing Plan that covers the market research both completed and planned to support the planned development, the market segments being targeted including size, description and price sensitivity, the value proposition, and how the planned development will be marketed to achieve the intended financial returns. The Respondent is to indicate the take to market plan including who has responsibility, proposed budget by year and the overall marketing approach.

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## APPENDIX G – DESIGN AND CONSTRUCTION



Proposals should include information as detailed below in this Appendix G – Design and Construction.

Information on how, if any, the design and construction of the development will occur. Items to be covered should include whether the Respondent will undertake the design and construction of necessary capital upgrades, or whether the Respondent expects to work in partnership with the City. Details should also be provided on the consultation process with the City, Penticton Indian Band, marina users and the public during the design and construction phases. The Respondent is to indicate who will undertake the consultation, design and construction works.

The Respondent should outline the design and construction process that will be undertaken, including any approvals required, to ensure the completion of the Proposal.

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## APPENDIX H – OPERATIONS



Proposals should include information as detailed below in this Appendix H –Operations.

An Operations Plan that speaks to how, by who and in what manner the development will be operated following completion of construction. Any significant differences in management or operations team size, composition or responsibilities over the term of the contract should be included. The operations plan should identify all elements of the business operations.

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## APPENDIX I – MAINTENANCE PLAN



Proposals should include information as detailed below in this Appendix I – Maintenance Standards.

The Respondent is to provide a Maintenance Plan to highlight the maintenance standards and frequency of regular maintenance, replacement schedule and budget that will be implemented. If significant differences in maintenance exist due to the type of development, details for each significant area should be identified and described.

The Respondent should also provide a detailed capital renewal plan demonstrating how marina infrastructure will be renewed to ensure at the end of the operating agreement marina infrastructure remains at an appropriate standard and condition.

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## APPENDIX J – ENVIROMENTAL PROTECTION



Proposals should include information as detailed below in this Appendix J – Environmental Protection.

Information on how the environment will be protected during the design, construction and operation of the proposed works.

Please describe in detail steps, processes and training and protection plans that will be implemented to safeguard against environmental risks from fuel handling and work in the riparian area.

Describe clearly the different approaches during construction and long term operations.

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## APPENDIX K – FINANCIAL CONTRIBUTION & VIABILITY



Proposals should include information as detailed below in this Appendix K1 – Financial CONTRIBUTION & VIABILITY.

The Respondent is to detail the annual fee payable to the City.

The Respondent is to detail their capital upgrade plan detailing their level of involvement and contribution, the scope of the upgrades, the nature of capital contribution to be made by the Respondent and the partnership if any it proposes with the City

The Respondent is to provide financial statements reviewed by a professional accountant, of their company to demonstrate the financial capability to operate the marina and contribute the necessary capital upgrades.

The Respondent is to demonstrate financial capacity by such means as providing letters from financial institutions outlining the company's financial history and/or letters from the financial institutions or financial backers indicating the amounts of operational financing available and other financial assurances and performance guarantees its determines necessary.

## APPENDIX L – FINANCIAL PLAN



Proposals should include information as detailed below in this Appendix K – Financial Plan.

The Respondent is to provide a detailed 5 year proforma income statement showing projected revenues and operating expenses of the marina operations. The Respondent should also detail how it proposes capital improvements are to be undertaken, along with capital maintenance plan for the term of the agreement.

Cash flow statements and sources of income should be included. Notes should be provided indicating the basis for the numbers and any assumptions made. Where applicable, identify key financial or operational triggers that will be used to determine if a specific element is to proceed or not.

The detailed description of its human resource plan including staffing levels by year for full time, part time or seasonal employees.

The Financial Plan should also include the following as separate line items:

1. The annual fee payment to the City for the use of land and buildings within the Skaha Marina lands, east of the high water mark, and Expansion Area 1;
2. The annual sub-license of occupation payments to the Province of BC for the Skaha Lake Marina area, west of the high water mark, owned by the Province of BC.
3. Property taxes.
4. The financial plan should also detail how the capital contribution will be funded within the financial plan

The Respondent shall also indicate how the annual agreement and annual sub-license of occupation payment will be increased on an annual basis throughout the term of the agreement

The fees for the sub-license of occupation for the provincial lands related to the marina area is based on what the City is charged by the Province. The 2021 Provincial licence of occupation charge to the City was \$5,847.

If there are any additional revenue sharing proposals contemplated, the Respondent should identify any other sources of revenue the City may receive as a result of their proposal.

The Respondent will also be responsible for payment of property taxes on the Skaha Marina lands area. Property taxes for the Skaha Marina licensed lands are as follows:

- License to Use area that includes the marina building and parking lot: 2021 taxes of \$7,258.87
- Sub-licensed area that includes the crown aquatics lands (marina): 2021 taxes of \$3,629.05

All prices shall be in Canadian dollars.

The Respondent will identify any costs that they are expecting the City to pay.

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## APPENDIX M – RISK MITIGATION



Proposals should include information as detailed below in this Appendix L – Risk Mitigation.

The Respondent is to provide information on how risk will be mitigated to both themselves and the City.

Information is to be provided on what steps the Respondent will take to manage and reduce risk to ensure that all elements of the operations and financial projections as contemplated in their submission are realized. This should include an alternate plan should things not move forward as envisioned.

Information is also to be provided as to what steps the Respondent will take to reduce and protect the City from the risk associated if operations do not materialize as planned.

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## APPENDIX N– CAPITAL UPGRADE SCHEDULE



Proposals should include information as detailed below in this Appendix M – Schedule.

The Respondent is to provide a detailed schedule for the design, construction and opening of the various elements of their Proposal should significant capital improvement be planned. The schedule should include key dates, milestones and trigger points. The following key dates are provided for the Respondent to incorporate into their schedule:

Request for Proposal Closes	November 30 2021
Selection of a preferred Respondent	January 15, 2022
Execution of the Agreement	February 28, 2022
Takeover of the Marina Lands Operations	April 1, 2022

## APPENDIX O – REFERENCES



Proposals should include the details requested in this Appendix N – References. Respondents should use this form to provide details on References that can speak to the Respondents performance on similar projects.

Reference 1	
Project:	Client:
Contact Name:	Contact Phone Number:
Contact Email:	
Reference 2	
Project:	Client:
Contact Name:	Contact Phone Number:
Contact Email:	
Reference 3	
Project:	Client:
Contact Name:	Contact Phone Number:
Contact Email:	



## 2021 Parks and Recreation Advisory Committee Meeting Dates

Meeting commences at 3:00 p.m.

Council Chambers, City Hall, 171 Main Street (Second Level) or via Zoom

Month	Date
January	18
February	22
March	15
April	19
May	17
June	14
July	19
August	16
September	20
October	18
November	15
December	6