



## **Activity Concession Bid Package 2021**

One (1) Bid, Two (2) Location:

Gyro Beach & Rotary Beach

For additional information contact:  
Tessa Polman Tuin, Property Officer | Property Management  
[PropertyManagement@kelowna.ca](mailto:PropertyManagement@kelowna.ca)

## **Gyro & Rotary Beach Water Activity Concessions**

### **Overview**

The City of Kelowna is seeking a contractor to operate a water activity concession from May 15 – September 15, for a term of three (3) years with an option to renew for two (2) additional one (1) year terms at the City's sole discretion. The activity concession is located 1) Gyro and 2) Rotary Beach as shown on the attached map, Schedule-A1 and A2.

An optional information meeting will be held virtually on Monday, March 29, 2021 at 11:00am through Microsoft Teams. To participate in this meeting, please email Tessa at [Tpolmantuin@kelown.ca](mailto:Tpolmantuin@kelown.ca) to RSVP and receive the invite.

Bid packages will be accepted until 3:00pm, Thursday, April 1, 2021 and the concession contracts will be awarded by Friday, April 9, 2021. The bid packages will not be opened publicly.

### **General Scope of Services of the Contractor**

The Contractor will provide, equip and operate a water activity concession within the designated areas of Gyro and Rotary Beaches. Detailed maps of the locations are attached as Schedule A.

1. The Contractor will provide for use by the public watercraft propelled through the water by human power and can include but is not limited to paddleboards, canoes, kayaks, leg powered paddle boats etc. No inflatable structures will be permitted in the water lot. As part of the bid, the potential Contractor must provide a detailed list of equipment they proposed to sell. During the contract any changes in the types or numbers of watercraft that are available or stored at the site must be approved by the City in advance.
2. The City will purchase and maintain one (1) beach wheelchair for the non-profit use of beach patrons with disabilities at each of Gyro and Rotary beaches. The Contractor will be required to store and secure the equipment for the term of the contract. There is to be no cost to the patron for the use of such beach wheelchairs.
3. The Contractor shall maintain all equipment to such standards as will ensure safety for operators.
4. The Contractor shall ensure that no persons too young to operate the boats are permitted to use them, and shall ensure that no persons operating boats do so in an unsafe manner or endanger persons swimming at Gyro & Rotary Park Beaches.

5. Any anchoring system proposed must be fully within the City of Kelowna water lot area as noted in the attached map and must be approved by authorities having jurisdiction.
6. The Contractor shall ensure that all participants wear personal floatation devices.
7. Operation of watercraft within the area delineated by swim buoys is prohibited under the Parks Bylaw. The Contractor will be responsible to inform patrons and gain their agreement that the watercraft must not be used in the swim buoy area. Patrons will only be allowed to enter and exit directly through the swim area as long as the watercraft is used responsibly and the area is clear of swimmers but must not spend any length of time paddling within the swimming area.
8. The Contractor shall operate during the period of May 15th to September 15th of each year beginning May 15, 2021.
9. The park is open from 6 am to 11 pm each day and the contractor will provide service in the parks between 10 am and 8 pm (or dusk whichever is earlier), 7 days per week weather permitting, for the core season starting the last weekend of June until Labour Day in September. During the shoulder season the Contractor will supply concession service between the hours of 12:00pm to 4:00pm, 7 days per week, weather permitting. Hours of operation must be clearly posted for patrons and park users to see.
10. The term of the contract will be for three (3) years with an option to renew for two (2) additional one (1) year terms at the City's sole discretion:
  - a. Any extension, if offered, will retain all the terms and conditions of the original contract or subsequent extension, with the exception of price;
  - b. Such option period will be negotiated at the sole option of the City on the basis of the rental rate not being less than the rent bid for 2021.
11. The Contractor will pay permits, taxes and licenses.
12. The Contractor will clean and maintain the area surrounding the concession to the satisfaction of the City, including clean-up of litter from immediate area (a radius of 30 meters from the concession.)
13. The Contractor shall comply with all regulations regarding fire, traffic, safety and shall acquire all necessary permits.
14. The Contractor shall be allowed to display one professionally made sign at the space allotted. The sign is subject to City approval prior to posting.
15. No outside advertising will be permitted without the consent of the City.

16. The City leases a food concession in the same park therefore no food or beverage sales will be permitted.
17. The Contractor will be responsible to communicate with the City of Kelowna Outdoor Events Committee and review the Outdoor Events Calendar to determine the dates the park will be closed for special events, and as a result closed for the concession, unless agreement can be reached with the event organizer.
18. There is an existing structure at Gyro Beach which may remain in the current location. The structure may not be moved or enlarged. If the Contractor wishes to provide a structure the Contractor will be required to meet all regulations and Bylaws and the design must be approved by the City's Infrastructure Planning and the Parks Dept.
19. There will be no power available at Rotary Beach; however, the City is open to extending power from the building to the concession space at the vendor's expense and at the City's discretion. Power is available at Gyro Beach.
20. Prior to awarding the bid to the successful Proponent, the Proponent must prove to the City ownership of the activity equipment listed in the proposal.
21. The City will not provide on-site parking for the Contractor's vehicle and towing equipment.
22. The Contractor will be required to enter into a Prime Contractor Agreement with the City which is comprised of a Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification, as set out in Schedule D.
23. The Contractor will be required to follow Canadian Life Saving Society Standards for operation and supervision of the area.
24. The Contractor must keep any promenades clear at all times.
25. On event days, the load in/load out of concession related equipment must be scheduled outside of event times so the promenade is clear and safe for participants.
26. The Contractor may not sublet, nor assign the contract without the written consent of the City. The minimum amount for such assignment shall be \$500.00.
27. The Contractor is required to supply a bid deposit in the form of a certified cheque payable to the City of Kelowna in the amount of \$1,000. The deposit of the successful Contractor will be retained as a "performance deposit".

28. The Contractor shall provide complete annual financial reports to the City within 45 days of the end of the season and no later than December 1st of each contract year. The statements will reflect the entire operating seasons, and a payment in the amount of 5% of the gross profits of the concession will accompany the statements by December 1st of each contract year.

## **Submission Requirements**

1. The Contractor shall provide photographs or illustrations of all equipment to be offered for rental.
2. The Contractor shall provide a schedule of proposed rental rates with the tender submission.
3. The Contractor must specify on a map how much land they require for their proposal including areas for storage of equipment. Proposals that have a smaller footprint and reduce impacts on other park users may receive a higher score.
4. Prior to commencing work, the Contractor will be required to submit proof of a City of Kelowna Business License, Work Safe BC Coverage, and shall obtain the appropriate insurance coverage as listed in Appendix B by providing the City a Certificate of Insurance proving the coverage is in place within 10 days of the City awarding the contract.
5. Proposals will not be accepted after the final date and time for receipt of proposals, nor will they be accepted by facsimile or email. Bids will be accepted in person or by courier
6. Any one party may submit only one proposal. Any party submitting alternate proposals shall be disqualified. Conditional proposals will not be considered.
7. Proponents may not make alterations to their proposals after the closing date and time, except as may be allowed by the City during the negotiation process.

## **Mandatory Criteria**

The following are mandatory requirements. Proposals not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

1. Proposal received prior to 3:00pm, April 1, 2021
2. Complete bid coversheet, Schedule A-3
3. Certified Cheque made payable to the City of Kelowna in the amount of \$1,000
4. One (1) hard copy of the bid proposal must be submitted

## Desirable Criteria

Proposals meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criterion is also given.

Criteria	Weight
Contractor's relevant experience, qualifications and successes	30%
Proposed price list of items for rent and prices	20%
Overall proposal for operating a high-quality activity concession	20%
Financial capability and stability	15%
Bid price	15%
TOTAL	100%

Schedule A-1  
Gyro Beach

PREMISES

The premises are those lands legally described as that portion of land, located at 3400 Lakeshore Road, Kelowna, BC



Note: The existing building will be removed and the Contractor is required to provide a structure for the term of the new contract. The building may not be expanded or moved.

Schedule A-2  
Rotary Beach

PREMISES

The premises are those lands legally described as that portion of land, located at 3696 - 3726 Lakeshore Road, Kelowna, BC



Note: The existing building will be removed and the Contractor is required to provide a structure for the term of the new contract. The building may not be expanded or moved.





### Activity Concession Bid Coversheet

Legal Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Location	Term and Hours of Operation	Term	Bid Value	Preference
Gyro Beach & Rotary Beach	<p>Tenure – May 15 to Sept 15</p> <p><b>Core Time (Last weekend of June until Labour Day) –</b> The Contractor will provide service at the location between 10am and 8pm, 7 days a week, weather permitting.</p> <p><b>Shoulder Season (May 15 to start of Core Time) –</b> The Contractor will provide service at the location between Noon to 4pm, 7 days a week, weather permitting.</p>	3 years	\$_____/year	

**For submission, please provide one (1) copy of bid proposal including:**

- Bid Coversheet
- Business experience
- A certified cheque made payable to the City of Kelowna in the amount of \$1,000.

## Schedule B

### Insurance Requirements

#### 1. Contractor to Provide

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with this lease agreement, the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of this lease agreement until the date of termination of the lease agreement or such longer period as may be specified by the City.

#### 2. Insurance

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

##### 2.1 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$5,000,000 for each occurrence or accident;
- (ii) providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this lease agreement;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- (iv) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

#### 3. The City Named as Additional Insured

The policies required by section 2.1 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

#### 4. Certificates of Insurance

The Contractor agrees to submit a Certificate of Insurance, in the form of Schedule B-1, attached hereto and made a part hereof, to the Risk Management Department of the City prior to the commencement date of this lease agreement. Such a Certificate shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellation of any such policy or policies.

#### 5. Additional Insurance

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

**6. Insurance Companies**

All insurance, which the Contractor is required to obtain with respect to this lease agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

**7. Failure to Provide**

If the Contractor fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the City to deduct from any monies owing the Contractor, any monies owing by the Contractor to the City.

**8. Nonpayment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor shall not be held to waive or release the Contractor from any of the provisions of the Insurance Requirements or this lease agreement, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Contractor as stated in section 7.

**9. Hold Harmless and Indemnification**

The Contractor shall be responsible for all loss, costs, damages, and expenses whatsoever incurred or suffered by the city, its elected officials, officers, employees and agents (the indemnities) including but not limited to or loss of property and loss of use thereof, and injury to, or death of a person or persons resulting from or in conjunction with the performance, purported performance, or non-performance of this contract, excepting only where such loss, cost, damages and expenses are as a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the indemnities.



## Schedule D



(ADD Contractor Title Here)  
PRIME CONTRACTOR AGREEMENT

The Contractor shall, for the purposes of the Workers Compensation Act, and for the duration of the Work of this Contract:

1. Be the "prime contractor" for the "Work site", and;
2. Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "Work site".

The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, Workers and any other persons at the "Work site" on safety related matters, to the extent required to fulfill its "Prime Contractor" responsibilities pursuant to the Act, regardless of:

1. Whether or not any contractual relationship exists between the Contractor and any of these entities, and
2. Whether or not such entities have been specifically identified in this Contract.

As per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3) which states: Coordination of multiple-employer Workplaces 118(1) In this section:

"Multiple-Employer Workplace" means a Workplace where Workers of 2 or more employers are Working at the same time;

"Prime Contractor" means, in relation to a multiple-employer Workplace:

- a) The directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or;
- b) If there is no agreement referred to in paragraph (a), the owner of the Workplace.

The prime contractor of a multiple-employer Workplace must:

- a) Ensure that the activities of employers, Workers and other persons at the Workplace relating to occupational health and safety are coordinated, and;
- b) Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the Workplace.

Each employer of Workers at a multiple-employer Workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's Workers at that Workplace.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:

- a) Section 36 (2); an employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- b) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the Workers Compensation Act and the B.C. Employment Standards Act while contracted by the City of Kelowna on (project location:) and will abide by all Workers Compensation Board Regulation requirements.

Project: \_\_\_\_\_

Company: \_\_\_\_\_

Signed:

\_\_\_\_\_  
(Please print name of Contractor)

\_\_\_\_\_  
(Contractor Signature)

Witness:

\_\_\_\_\_  
(Print name of Contractor Liaison)

\_\_\_\_\_  
(Contractor Signature)

Date: \_\_\_\_\_