



Request for Expressions of Interest RFEI-QC01

**Provision of Concession Services for the Q Center Arena
at West Shore Parks & Recreation**

Sealed Expressions of Interest will be received at the office of:
Operations Manager
West Shore Parks & Recreation Society
1767 Island Highway, Victoria BC, V9B 1J1

up until the closing time of 2:00 PM Pacific Time on April 20th, 2023

Note: faxed or emailed RFP submissions will not be accepted.

All enquiries related to this Request for Expressions of Interest shall be submitted by
email to: rdietrich@wspr.ca

SUMMARY OF KEY INFORMATION

RFEI TITLE	<p>The title of this RFEI:</p> <p>Provision of Concession Services for the Q Center Arena at West Shore Parks & Recreation</p> <p>Please use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFEI is: Ron Dietrich Email: rdietrich@wspr.ca Please direct all enquiries, by email, to the above-named Contact Person.</p>
ENQUIRIES	<p>Respondents are to submit questions by 2:00 PM Pacific Time on April 12th, 2023 (8 business days prior to submission deadline). Enquiries will be answered via Addenda posted to BC Bid.</p>
SUBMISSION TIME	<p>The submission time is: 2:00 PM Pacific Time on April 20th, 2023</p>
SUBMISSION LOCATION	<p>Responses are to be submitted to: West Shore Parks & Recreation Society 1767 Island Highway Victoria BC V9B 1J1</p>

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFEI

The purpose of this Request for Expression of Interest (“**RFEI**”) is to invite interested contractors (“**Proponent**”) to submit Responses indicating their interest in, and qualifications for entering into an “**Operator Lease**” to provide concession food services for Westshore Parks & Recreation (the “**owner**”).

Based on these Responses, in accordance with the terms of this RFEI, West Shore Parks & Recreation (the “**WSPR**” or the “**Owner**”) anticipate they will select Respondents to participate in the next stage of the selection process, the Request for Proposals (“**RFP**”) stage. From which depending on the Responses received, WSPR will select a Proponent(s) from this RFP to negotiate an Operator Lease to deliver concession food services with WSPR.

WSPR may also elect to terminate the selection process without awarding any agreement.

1.2 ADMINISTRATION OF THIS RFEI

WSPR is managing this RFEI and the selection process.

1.3 ELIGIBILITY

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

1.4 QUESTIONS

WSPR will accept questions/enquiries pertaining to the RFEI until 2:00pm PST on April 12th, 2023 submitted to the Contact Person at the email below.

Questions will be answered at the discretion of WSPR and clarified or answered by way of an Addendum to this RFEI.

Date	April 12 th , 2023
Time:	2:00pm PST
Submissions send to:	rdietrich@wspr.ca

1.5 BACKGROUND

West Shore Parks & Recreation Society

The West Shore Parks & Recreation Society was incorporated under the Society's Act on November 21st, 2001, and operates via the Operating, Maintenance and Management Agreement between its members, being the City of Colwood, the City of Langford, the District of Metchosin, the District of Highlands and the Town of View Royal.

West Shore Parks & Recreation is jointly owned by the 5 municipalities and operated by the Society. The Society provides recreation services to residents of those member municipalities whose tax dollars contribute to the operation of the facilities. The governing body is the West Shore Parks & Recreation Society Board of Directors, comprised of 5 members who each represent their municipality. Additional information about WSPR is available at wspr.ca.

The Society operates with a budget of approximately \$12,900,000. The Society generates 55-60% of revenues each year from the user groups. Revenues are generated by participant fees, grants from government, commercial donors, advertising, and rental fees for facilities, with the balance provided by tax requisition from the member municipalities.

West Shore Parks & Recreation, Property & Facilities Information

The West Shore Parks & Recreation complex sits on a 110-acre park located in the City of Colwood. The facilities on this site include a swimming pool, weightroom, indoor sports complex with 2 sport court floors and an indoor turf field, 2 skating rinks, childcare center, variety of multipurpose and meeting rooms, a fieldhouse/banquet room overlooking a 9-hole par 3 golf course, and a 55+ Activity Centre which includes 4 large multipurpose rooms. Outdoor spaces include 3 sports fields, 3 ball diamonds, 4 tennis courts, 3 beach volleyball courts, 4 lawn bowling greens, outdoor lacrosse box, velodrome and infield turf, walking trail, BMX track, 2 outdoor basketball courts and an aerial adventure park. The Juan de Fuca branch of the Greater Victoria Public Library is also located on the grounds of West Shore Parks & Recreation.

WSPR is dedicated to promoting healthy lifestyles for citizens and visitors to the Westshore. We believe that recreation and parks provide benefits that are essential to the health and well-being of individuals, communities, the economy, and our environment.

Through physical, social, and artistic expression, WSPR provides opportunities for people to improve their health and wellness, socialize and interact with others, learn new skills, have fun and find balance in their lives. These factors have been shown to improve physical and mental health, reduce health care costs, provide positive lifestyle choices for youth at risk and develop improved self-image. Sport and recreation events, festivals and the visual and performing arts boost civic pride and community engagement.

1.6 GENERAL SCOPE AND RESPONSIBILITY OF CONTRACTOR

General SCOPE

WSPR is seeking RFEI proposals from contractor(s) interested in providing food concession services in the Q Center Arena for tenant games and special events. The Victoria Grizzlies Hockey Season is 26 regular season games, plus an average of 4-6 playoff games. The Westshore Wolves, 24 home games, plus 4-6 playoff games. The Victoria Shamrocks Lacrosse Season 9 regular season games, plus an average of 6-8 playoff games. Semi Annually Lacrosse also hosts the 'Mann Cup' with the winner of the western conference against the winner of the eastern conference. The Victoria Shamrocks are a top team in the league and regularly host the Mann Cup.

Please note, this RFEI does not include operations in the Fieldhouse Kitchen or Café in the Main JDF building.

Successful Proponents of the RFEI may then be asked to proceed with an RFP process for selection. If successful, service provider(s) are selected from the RFP process, they will be required to enter into an Operator Lease with WSPR for the delivery of their services.

Upon completion of the Operator Lease, contractors will work in conjunction with the WSPR Events Team to plan and provide services to tenants and special events. The schedule will be planned on a seasonal basis.

WSPR, at its discretion, will publish and promote the contractors' services in the Q Center Arena by including information supplied by the contractor as per the WSPR contractor guidelines (**which are currently under review and will be made available at the RFP stage**).

KEY responsibilities of the Service Provider

The service provider will:

- Provide timely, efficient, and courteous food service to patrons attending Q Center Arena events.
- Abide by Island Health food safety standards.
- Strive for continual development and improvement of services provided.
- Ability to work with WSPR leadership and the seasonal leaseholder sports teams to accommodate event requirements.
- Responsible for proper care and operation of existing equipment

2 COMPETITIVE SELECTION PROCESS

This section describes the process that WSPR expects to use in the selection of qualified service provider(s) and the execution of an Operator Lease. The anticipated competitive selection process includes two stages: (a) the RFEI stage and (b) the RFP stage, which includes execution of an Operator Lease.

2.1 RFEI STAGE

The Owner anticipates that it will select a shortlist no more than five service providers, and then issue an RFP to those shortlisted only, from which the successful Proponent will be selected in accordance with the terms of the RFP.

2.2 RFP STAGE

If the Owner elects to move to a competitive RFP, only those Respondents that are successful in the RFEI stage will be eligible to participate in the RFP stage. The Owner's objective at the RFP stage is to select the Qualified Service provider (s) with whom it may enter into an Operator Lease.

2.3 COMPETITIVE SELECTION TIMELINE

The following is the Owner's estimated timeline for the competitive selection process. All dates in the timeline are subject to change at the discretion of the Owner.

Activity	Timeline
RFEI issue date	March 31, 2023
Site visits can be requested	March 31-April 12, 2023
Question submission deadline	April 12 th , 2023
RFEI CLOSING	April 20th, 2023
Proposals will be evaluated	TBD

3 SUBMISSION AND PROCESS INSTRUCTIONS

3.1 MANDATORY REQUIREMENTS

Responses to this RFEI must be received at the Submission Location before the Submission Time as stated in the Summary of Key Information (the “**Mandatory Requirements**”). Responses received after the Submission Time will not be considered and will be returned unopened.

3.2 RESPONSE FORM AND CONTENT

Responses to this RFEI should be submitted as per the information requested in Appendix A.

3.3 NO FAX OR EMAIL SUBMISSION

Responses submitted by fax or email will **not** be accepted.

3.4 RECEIPT OF COMPLETE RFEI

Respondents are solely responsible to ensure that they have received the complete RFEI, as listed in the table of contents, plus any Addenda. The Owner accepts no responsibility for any Respondent that does not receive all RFEI information.

3.5 ENQUIRIES

Respondents are encouraged to submit Enquiries at an early date and **prior to Apr 12th at 2:00 PM** Pacific Time on the day that is 8 business days before the Submission Time to permit consideration by the Owner; the Owner may, in its discretion, decide not to respond to any enquiry. All questions regarding any aspect of this RFEI are to be directed to the Contact Person by email and apply to any enquiry.

3.6 UNOFFICIAL INFORMATION

Information offered to Respondents in respect of this RFEI from sources other than the Contact Person is not official, may be inaccurate, and should not be relied on in any way, by any person, for any purpose.

3.7 ADDENDA

The Owner may, in its discretion through the Contact Person, amend or clarify the terms or contents of this RFEI at any time before the Submission Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFEI, and no other form of communication, whether written or oral, including written Responses to Enquiries as provided by, will be included in, or will in any way amend or clarify this RFEI.

3.8 DEFINITIVE RECORD

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the electronic conformed version of the RFEI in the custody and control of the Owner prevails.

3.9 REVISIONS PRIOR TO THE SUBMISSION TIME

A Respondent may amend or withdraw its Response at any time prior to the Submission Time by delivering written notice to the Contact Person at the Submission Location prior to the Submission Time.

4 EVALUATION

4.1 EVALUATION AND SELECTION PROCESS

The Owner will use the proposal content found within Appendix A and below as (the “**Evaluation Criteria**”) to identify the Respondents who the Owner determines would be best qualified to participate in the RFP:

- a) Proposed menu items and pricing.
- b) State food service experience or company and/or resume of primary operator.
- c) Inclusion of Food Safe certification, and proof of business license
- d) Information relevant to your past large event experience as a professional and how you have adapted your business to be successful in providing food service.
- e) Specific of current supplier relationships and information on suppliers you would like to bring into the Q Centre Arena concessions.
- f) Include knowledge of WSPR’s special event rentals in the Q Center Arena, outside of lease holders scheduled games and how the contractor would provide food service for these events.
- g) Propose a monthly lease payment for the concession space and a net revenue profit-sharing model for the major tenants (BCHL & WLA).
- h) References: Each bidder is requested to submit three professional references and two client references.

To assist in the evaluation of the Responses, the Owner may, in its discretion, but is not required to:

- (a) Conduct reference checks relevant to the Services with any or all of the references cited in a Response to verify any and all information regarding a Respondent,
- (b) Review WSPR’s previous experience with a Respondent, key firm or key individual, including checking with WSPR staff references and records;
- (c) Seek clarification of a Response or supplementary information from any or all Respondents;
- (d) Request interviews with any, some, or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- (e) Rely on and consider any information obtained as a result of such reference checks, reviews

of WSPR's experience with the Respondent, background investigations, requests for clarification or supplementary information, interviews, and/or any additional information in the evaluation of Responses.

- (f) WSPR is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent who, when compared to the other Respondents, WSPR judges is not in contention to be shortlisted.
- (g) WSPR will notify Respondents of the RFEI results by sending a written notice to the Respondent's representative.
- (h) WSPR will conduct a debriefing, upon request, for any Respondent if the debriefing is requested.
- (i) within 60 days after a shortlist has been announced. In a debriefing, WSPR will discuss the relative strengths and weaknesses of that Respondent's Response, but WSPR will not disclose or discuss any confidential information of another Respondent.

5 RFEI TERMS AND CONDITIONS

5.1 NO OBLIGATION TO PROCEED

This RFEI does not commit the Owner in any way to proceed to an RFP stage or award a contract, and the Owner reserves the complete right to, at any time, reject all Responses and to terminate the competitive selection process established by this RFEI and proceed with the project in some other manner as the Owner may decide in its discretion.

5.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All documents and other records in the custody of, or under the control of, the Owner are subject to the Freedom of Information and Protection of Privacy Act ("FOIPPA") and other applicable legislation.

By submitting a Response, the Respondent represents and warrants to the Owner that the Respondent has complied with applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner as part of the Response for the purposes of this RFEI and the competitive selection process.

5.3 CONFIDENTIALITY OF OWNER INFORMATION

All non-public information pertaining to, or provided by or on behalf of, the Owner obtained by a Respondent as a result of participation in this RFEI is confidential and will not be disclosed without written authorization from the Owner (as applicable). Except as expressly stated in this RFEI and subject to the FOIPPA or other applicable legislation, all documents and other records submitted

in Response to this RFEI will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

5.4 NO REPRESENTATION OR WARRANTY

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition that affects the project. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the Owner, the Contact Person or any advisor to the Owner, other than the information contained in this RFEI. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume, and does assume, all risks affecting the project, except as otherwise specifically stated in this RFEI. The Owner accepts no responsibility for any Respondent lacking any information.

5.5 RESERVATION OF RIGHTS

The Owner reserves the right, in its discretion, to exercise any or all of the following rights:

- (a) Amend the scope of the project, modify, cancel or suspend the RFEI process or any or all stages of the competitive selection process, at any time for any reason;
- (b) Accept or reject any Response based on the Evaluation Criteria as evaluated by the Owner;
- (c) Disqualify a Response that fails to meet the Evaluation Criteria set out in Section 4.1, or for any of the reasons set out in Appendix A, or any other reason the Owner determines appropriate;
- (d) Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFEI, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFEI would otherwise render the Response null and void;
- (e) Not accept any or all Responses;
- (f) Reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) Re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this project or for work of a similar nature;
- (h) Make any changes to the terms of the business opportunity described in this RFEI; and

5.6 OWNERSHIP OF RESPONSES

All Responses submitted to the Owner become the property of the Owner.

5.7 DISCLOSURE AND TRANSPARENCY

The Owner is committed to an open and transparent Competitive Selection Process while understanding the Respondents' need for protection of confidential commercial information. To assist the Owner in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavor.

The Owner expects to publicly disclose the following information during this stage of the Competitive Selection Process: this RFEI document, the number of Respondents, and the names of Proponents.

To ensure that all public information generated about the project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the project, including communications with the media and the public, will be coordinated with, and is subject to prior approval of, the Owner.

5.8 NO LOBBYING

Respondents and their respective Respondent Teams, the members of their Respondent Teams, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the project, this RFEI, or the Competitive Selection Process, including for influencing the outcome of the Competitive Selection Process. In the event of any lobbying or communication in contravention of this section by any Respondent, Respondent Team members, or their respective directors, officers, employees, consultants, agents, advisors or representatives, the Owner, in its discretion, may at any time, but will not be required to, reject any and all Responses submitted by that Respondent without further consideration.

Further, no such person (other than as expressly contemplated by this RFEI) will attempt to communicate in relation to the project, this RFEI, or the Competitive Selection Process, directly or indirectly, with any representative of the Owner. Respondents, any member of a Respondent or Respondent's consortium will not engage in any form of political or other lobbying whatsoever with respect to the services or to influence the outcome of the procurement process. In the event of any such lobbying or communications, WSPR, at its sole and absolute discretion, may at any time, but not be required to, reject any RFEI submitted by that Respondent without further consideration and either terminate that Respondent's right to continue participating in the RFEI stage and subsequent stages of the procurement process, or impose such conditions on that

Respondent's continued participation in the procurement stage as WSPR, at its sole discretion, may consider in the public interest or otherwise appropriate.

5.9 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

The Owner reserves the right to disqualify any Respondent that in the Owner's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future or may permit the Respondent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.

Respondents will submit the form attached as Appendix E and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the Owner, (or any members of the Owner) or others providing advice or services to the Owner with respect to the project, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

For the purposes of this RFEI, references to unfair advantage include references to confidential information that is not, or would not reasonably be expected to be, available to all Respondents.

The Owner may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6 DEFINITIONS AND INTERPRETATION

6.1 DEFINITIONS

In this RFEI:

"Addenda" or **"Addendum"** means each amendment to this RFEI issued by the Contact Person;

"Business Day(s)" means a standard day for conducting business, excluding government holidays and weekend;

"Competitive Selection Process" means the overall process for the selection of a Preferred Proponent for the project including, but not limited to, this RFEI;

"Contact Person" means the person identified as such in the Summary of Key Information, or such other person as may be appointed by the Owner for that purpose;

"Contract Execution" means the time when the Operating Agreement and all other agreements

related to the services have been executed;

“Evaluation Criteria” means the criteria referred in Appendix A;

“Freedom of Information and Protection of Privacy Act” or “FOIPPA” has the meaning set out in Section 6.2;

“GST” means Goods and Services Tax;

“Guarantor” means an entity providing financial and/or performance support to a Respondent by way of a guarantee or a commitment to provide equity or dedicated credit facilities to support the participation by the Respondent in the Competitive Selection Process and the services as described in the Respondent’s Response;

“Preferred Proponent” means the Proponent selected by WSPR at the RFP stage to enter into a Service Provider Agreement;

“Proponent” means a Respondent who has been shortlisted under this RFEI to be eligible to submit a proposal in Response to the RFP;

“Respondent” means any individual, corporation, joint venture, partnership or other legal entity that submits a Response (and, if the context requires, includes any individual, corporation, joint venture, partnership or other legal entity that intends to submit a Response or otherwise participates in this RFEI process);

“Respondent Team Lead” means the legal entity or entities that is/are leading the Respondent Team and that will enter into the Operating Agreement as the Operator if the Respondent is successful in the Competitive Selection Process;

“Response” means a submission made by a Respondent in Response to this RFEI;

“Restricted Party” means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Services, and who have or may provide a material unfair advantage, including without limitation as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Respondents;

“RFP” means the Request for Proposals, which may be issued by WSPR as a stage of the Competitive Selection Process;

“RFEI” means this Request for Expressions of Interest, including the Appendices, issued by WSPR as the first stage of the Competitive Selection Process;

“Service Provider Agreement” means the agreement between Owner and successful Proponent to offer

programming at WSPR.

“Submission Location” means the submission location indicated as such in the Summary of Key Information;

“Submission Time” means the time and date indicated as such in the Summary of Key Information; and

“WSPR” means West Shore Parks & Recreation.

6.2 INTERPRETATION

In this RFEI:

- (a) When an action, decision, consent, approval or any other thing is said to be in the Owner’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the Owner;
- (b) The use of headings is for convenience only and headings are not to be used in the interpretation of this RFEI;
- (c) A reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFEI;
- (d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) The word “including” when used in this RFEI is not to be read as limiting;
- (f) All dollar values are Canadian dollars unless otherwise indicated;
- (g) A reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government authority; and
- (h) Each Appendix attached to this RFEI is an integral part of this RFEI as if set out at length in the body of this RFEI.
- (i) This RFEI may be subject to one or more trade agreements.

Appendix A – Proposal Format

Form of Proposal

Respondents should submit three hardcopies of the Proposal and one electronic copy in searchable PDF file format on a USB drive. Evaluations will be conducted based on the following content.

Content of Proposal

Respondents should organize their Proposals as follows:

1. Proposed menu items and pricing.
2. State food service experience or company and/or resume of primary operator.
3. Inclusion of Food Safe certification, and proof of business license
4. Information relevant to your past large event experience as a professional and how you have adapted your business to be successful in providing food service.
5. Specific of current supplier relationships and information on suppliers you would like to bring into the Q concessions.
6. Include knowledge of WSPR’s special event rentals in the Q Center Arena, outside of lease holders scheduled games and how the contractor would provide food service for these events.
7. Propose a monthly lease payment for the concession space and a net revenue profit-sharing model for the major tenants (BCHL & WLA).
8. References: Each bidder is requested to submit three professional references and two client references

No assumptions should be made that the WSPR has any prior knowledge of the Respondent and their experience, expertise, or performance other than that which is submitted.

Respondents should refrain from including additional material not specifically requested in this RFEI, such as company brochures, practices, or policies, or any other generic information. Any extraneous or generic information not specific to the project may not be considered during the evaluation process.

Name of Proponent

Authorization Signature