**Important Notice**

It is assumed that you have received this document electronically via the BC Bid® website at <http://www.bcbid.ca> or via a third party.

**You must understand and agree** to the following**:**

The Graduate Student Society of UBC Vancouver (GSSUBC-V) Bid contains Request for Proposals, Requests for Bid, Requests for Information and other important notices from GSSUBC-V.

**Bid Documents:** This document is the property of GSSUBC-V.

**Registration Requirement:** All contractors are required to register with GSSUBC-V prior to preparing bids or proposals. Registration involves completing the Receipt Confirmation form, which is included in each tender document. This completed form is to be sent by facsimile to GSSUBC-V.

**E-mail Bids/Proposals:** Bids or proposals submitted by Internet e-mail cannot be accepted and will not be considered.

**Late Bids/Proposals:** GSSUBC-V will not accept bids/proposals received after the closing date and time. Furthermore, GSSUBC-V is not obligated to consider any bid or proposal response or to award a contract to any Proponent(s) or proponent(s).

**Altering Documents:** Proponents or proponents must not electronically alter any portion of this document with the exception of adding the information requested. To do so will invalidate the Proponent or proponent's bid or proposal.

**Disclaimer:** While precautions have been taken to ensure that this file will not interfere with or cause damage to your system or its existing data, GSSUBC-V accepts no responsibility for damages that may be caused by this file and makes no other warranty or representation, either expresses or implied, with respect to this file. This file is provided “as is," and you, the user, assume the entire risk when you use them.

**Waiver:** Due to the vagaries of electronic transmissions, GSSUBC-V does not guarantee nor will it be liable for the accuracy of what is read or what is downloaded in this file.

**Limitation of Liability:** GSSUBC-V shall not be liable for any loss of profits, loss of use, interruption of business, or for indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this file.

**RECEIPT CONFIRMATION FORM**

**Request for Proposals (RFP) # UBCGSS-V-001**

**Koerner’s Pub and Catering Services on UBC Point Grey Campus**

Please complete this form and mail **IMMEDIATELY** to:

Victor Padilla

VP Administration

Graduate Student Society of UBC Vancouver

#225-6371 Crescent Road

Vancouver, BC, V6T 1Z2

**Failure to complete and return this form may result in no further communication with your firm regarding this RFP.**

|  |  |
| --- | --- |
| COMPANY NAME: |  |
| ADDRESS: |  |
| CONTACT PERSON: |  |
| E-MAIL ADDRESS: |  |
| CONTACT TELEPHONE: |  |
| CONTACT FAX: |  |

I have received a copy of the above noted RFP:

 Yes, I will be responding to this RFP. Therefore, I authorize the Graduate Student Society of UBC Vancouver to send further correspondence that it deems to be of an urgent nature by the following method:

 E-Mail

 Facsimile

 No, I will not be responding.

SIGNATURE:

NAME & TITLE: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_



**Graduate Student Society of UBC Vancouver**

**Request for Proposals**

**RFP # UBCGSS-V-001**

**SUBJECT: Koerner’s Pub and Catering Services located on UBC Point Grey Campus**

|  |  |
| --- | --- |
| **DATE OF ISSUE:** | July 30, 2012 |
| **TO RESPOND BY:** | August 24, 2012 |
| **RESPOND TO:** | Victor Padilla  VP Administration  Graduate Student Society of UBC Vancouver  #225-6371 Crescent Road  Vancouver, BC V6T 1Z2 |

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**1.0 GENERAL INFORMATION**

**1.1 Overview**

.1 The Graduate Student Society of UBC Vancouver, hereinafter, referred to as the “GSSUBC-V” by issuing this Request for Proposals, is intending to establish a contract to operate the Koerner’s pub and provide catering services for the UBC Point Grey Campus. More detailed information is contained within Schedule A, B, C and D in this document.

.2 Through this Request for Proposals, the GSSUBC-V seeks to:

evaluate the qualifications of Respondents;

determine pricing;

specify the terms and conditions that would govern any resulting contract; and

select the successful Respondent(s), if any

.3 This Request for Proposals states the instructions for submitting proposals and the procedure by which the successful Proponent(s) if any, will be selected.

**1.2 Background and Scope**

**1.2.1 GSSUBC-V and the Project**

.1 *Background*: The GSSUBC-V, is seeking a third party to manage the Koerner's Pub and catering services. The GSSUBC-V is comprised of graduate students who mostly turn over year over year; as a result, members of the GSSUBC-V have tended to have neither the expertise nor the personal investment in the Pub to allow it to operate efficiently over time. This summer (2012), the GSSUBC-V has the unique opportunity to search for a third party who both possesses the expertise to run the Pub and Catering services successfully and is motivated to maximize the success of the Pub and Catering services.

.2 *The Graduate Student Society*: The GSSUBC-V represents UBC's graduate students through collaboration with UBC administrators and with members of the local, provincial, and federal governments. One of its primary goals is to lobby on behalf of graduate student interests, but it also offers a range of services such as health care insurance, sports leagues, arts classes, and focused consultation for problems that students may experience with the University.

.3 It is important for Proponents to review the selection criteria set forth for this RFP to cater to Graduate Students (see Schedule D)

.4 This represents a **significant opportunity** because of the huge population of UBC students looking for a place between and after classes to enjoy food and drinks. It already has an established branding and is popular among students and faculty alike. In the past, the pub has been packed to capacity during peak hours. Geographically, there is no direct competition adjacent to the premises. Moreover, there is also a demand and huge market for catering services. However, this is also a **significant challenge**. There are a few pubs on campus and several food options. Also, it is mandatory to hire CUPE local 116 workers. Overall, this business has great potential for profits.

**1.2.2 Koerner’s Pub**

1. Koerner's Pub is a valued service of the GSSUBC-V and is situated among tall pine trees on the northwest of UBC's main campus, just across from the Museum of Anthropology and alongside the Chan Centre for the Arts. The Pub is home to a vibrant student culture, offering a laid-back atmosphere for people to decompress. It is primarily oriented to graduate students but is also open to anyone else 19 years of age or older. One of its key amenities is an attractive patio that supports a large number of patrons. Among the other amenities are a billiards table, shuffle board, darts, foosball, large-screen televisions, and music.
2. The potential market for the Pub is UBC students and faculty. UBC Point Grey campus has nearly 10,000 Graduate students. Moreover, there are around 40,000 undergraduate students as a secondary market.[[1]](#footnote-1)
3. The Pub is approximately 2400 sq ft with an additional patio space of about 2400 sq ft (see Floor Plan Appendix), and a commercial kitchen of approximately 1,000 sq ft. The Pub and Patio space have a combined maximum of 150 people as per the liquor license. The Pub patio may have up to 88 people, and the pub may have up to 150 people inside with no people on the patio.
4. Based on past numbers, the Annual Revenue for the Pub is approximately $552,000.00[[2]](#footnote-2) with potential expansion to $2,000,000.00 and beyond. Potential increase in revenue can be achieved through a combination of increased sales volumes, increased efficiency and innovative ideas.
5. The competition (located on the UBC Point Grey Campus) can be classified as direct and indirect competition. The direct competitions to the Pub include Mahoney and Sons Public House, The Pit Pub and The Gallery lounge as they sell both alcohol and food as well as provide a Pub like atmosphere. For indirect competition, there are several food services kiosks throughout the campus. There is Sage Bistro (higher end restaurant) next door and also upscale Point Grill. There is Tim Horton’s and Triple ‘Os nearby. Also, there are several food places in the Student Union Building and at the UBC Village.

**1.2.3 Catering Services**

1. The opportunity for catering is for meeting rooms booked through GSSUBC-V with potential to cater off-site. There are two rooms for which GSSUBC-V possesses liquour licenses. Thea’s lounge is approximately 2430 sq ft with a capacity of 150 people. The Ballroom has a capacity of 288 people and is approximately 3735 sq ft. There are three other rooms in the building with capacity ranging from 12-75 people which are potential catering opportunities.
2. Catering services are required on an “as-and-when-required” basis for scheduled coffee and refreshment services, breakfasts, hot & cold lunches, dinners, and receptions that range from informal casual break service, to buffets with an average group size of 40 people. More formal dinner and special reception services may be requested.
3. Based on past numbers, the Annual Revenue for the catering services is approximately $50,000 with potential expansion to $100,000.00 and beyond. Potential increase in revenue can be achieved through a combination of increased sales volumes, better variety and improved food quality.
4. There are a few competitors on campus, which include Wescadia (part of UBC Food Services), which is a full service and casual catering. Moreover, Sage Bistro (mentioned above) has a catering service. Also, there is AMS Catering run by the student union.
5. Offerings of Catering services have no geographic restrictions.

**1.2.4 Other Revenue Streams**

1. There are two other revenue streams - Cash machine, and print advertising inside of the Pub. The operations of these machines will be the responsibility of the selected Respondent and GSSUBC-V will derive a certain percent of the generated revenue.

**1.2.5 Miscellaneous**

1. Insurance: GSSUBC-V has commercial insurance on premises. The Respondent will be required to obtain insurance covering risks related to the provision of goods and services it provides under any final agreement. Further information can be found in Section 7.
2. Union: As per the collective agreement the Pub and Catering Services need to employ staff (bartenders, servers, and cooks) who would become members of the CUPE local 116 and pay the CUPE 166 rates.
3. All perishable products and/or products intended for human consumption must be supplied from a Federal and Provincial Government inspected plant. Handling and transport to Koerner’s pub must comply with these regulations.
4. It is the GSSUBC-V's intention to award this contract to a single vendor, on a -exclusivee basis.
5. Contracts established will cover the GSSUBC-V’s pub and catering requirements described herein for an initial term of five (5) years and may, at the option of the GSSUBC-V, be extended thereafter from year to year for an aggregate term not to exceed three (3) years. However, GSSUBC-V reserves the right to terminate the contract.
6. Purchase or leasing of existing equipment (Pub is currently furnished) and inventory is **optional**. GSSUBC-V is also open to suggestions on renovations to the Pub but any changes to the facility will require approval of GSSUBC-V.
7. GSSUBC-V will provide an Inventory Management system (Optimum Control) at no cost to selected Respondent, if they buy the existing equipment.
8. Currently the POS system uses Auphan Dining POS software which the Respondent may continue to use at cost.
9. The security service used by the PUB is provided by ACME security – the successful respondent will continue to use this service at cost.
10. Further information on GSSUBC-V and financial history can be obtained at http://gss.ubc.ca

**1.3 Sustainability**

GSSUBC-V supports the University’s sustainability policies. Universities have a critical role to play in advancing the sustainability agenda – as stewards of large public institutions, as educators of future leaders, and as active participants in the search for ideas and solutions that will shape our common future. After making a wholehearted commitment to sustainability in 1997, The University of British Columbia is now known as an internationally recognized leader. Sustainability at UBC incorporates a balanced focus on People, Place and Process. Their sustainability decisions are informed and guided by equal measures of ecology, economy and expectations of society. GSSUBC-V looks for partnerships in business to recognize, respect and help us reach UBC’s goals to broadly build a sustainable environment and assisting UBC in leading the way in campus sustainability.

This RFP process is an opportunity for Proponents to highlight how their company is meeting and exceeding ethical, environmental and social responsibility. The GSSUBC-V is asking for new and higher standards of practice from proponents.

**1.4 Key Dates**

In order to assist Proponents, following are the Key Target Dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

|  |  |  |
| --- | --- | --- |
| **1.** | **Request for Proposals** |  |
|  | 1. RFP issued | July 30, 2012 (wk 1) |
|  | 2. Site Visit | August 6, 2012 (wk 2) |
|  | 3. Inquiries received up to | August 17, 2012 (end of wk 3) |
|  | 4. Closing Date for Submission of Responses | August 24, 2012 (end of wk 4) |
|  | **Evaluation** | |
|  | 5. Shortlisted candidates notified | August 31, 2012 (end of wk 5) |
|  | 6. Detailed Proposal / Vision Due from Shortlisted candidates | September 07, 2012 (end of wk 6) |
|  | 7. Interview Short Listed Respondents if required | September 14, 2012 (end of wk 7) |
| **Evaluation** | |
| 8. Award (if any) | September 21, 2012 (end of wk 8) |

**\*\*\*END OF SECTION 1.0\*\*\***

**2.0 REQUEST FOR PROPOSAL INFORMATION AND INSTRUCTIONS**

**2.1 Issuing Office**

The Issuing Office for this RFP is The Graduate Student Society of UBC Vancouver, as follows:

#225-6371 Crescent Road

Vancouver, BC V6T 1Z2

Attention: Victor Padilla, VP Administration

Email: vpadmin@gss.ubc.ca

Facsimile: 604-822-6858

**2.2 Definitions**

.1 “the GSSUBC-V”, “the Owner”, or “Client” means the Graduate Student Society of UBC Vancouver;

.2 “Authorized Representative” or “Contact Person” Contact Information provided in

Section 5.1 or designate

.3 “Proponent(s)” means a person, natural or corporate, who has (have) signed and delivered this Proposal to the GSSUBC-V pursuant to this RFP

.4 “Respondent” means the person, firm or corporation providing a Response to this RFP;

.5 “Response” or “Responses” means the Respondent’s reply to this RFP to provide goods and services, acceptance of which by the GSSUBC-V may be subject to further negotiation prior to or at the time of award

.6 “Proposal” means an offer from a Proponent to provide goods and services, acceptance of which by the GSSUBC-V may be subject to further negotiation prior to or at the time of award.

.7 “Short-List Firm” means the firm(s) that the GSSUBC-V may invite to participate to provide further clarification and/or demonstration/pilot systems.

.8 “must”, “mandatory”, “required” or “shall” means a requirement that must be met in order for a Response to receive consideration; and

.9 “should”, “non-mandatory”, “preferred” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals

**2.3 Confirmation of Receipt**

Respondents who receive this RFP are to complete the Receipt Confirmation Form and return via mail in order to:

.1 Confirm receipt of this RFP; and,

.2 Indicate intentions regarding this RFP

**NOTE:** Failure to return this form may result in no further communication regarding this RFP.

**2.4 Omissions and Discrepancies**

Should the Respondent be in doubt as to the meaning, intent or interpretation of any part of this document, find any discrepancies in, or, find omissions from the document, it is their responsibility to inquire about and clarify any requirements of this RFP.

The Respondent shall be solely responsible for any errors, omissions, discrepancies or mis- understandings resulting from the Respondent’s failure to examine thoroughly the RFP documents and from the Respondent’s failure to enquire further with the GSSUBC-V.

The Respondent shall not claim at any time after the submission of a Response or the subsequent execution of a contract that there was any misunderstanding with respect to anything contained in the RFP document.

**2.5 Interpretation**

No oral interpretation of any of the RFP document by anyone, whether or not employed by the

GSSUBC-V shall be effective to alter or modify any of the provisions in the RFP document.

Every request for interpretation of the meaning of any of the requirements of the RFP document shall be made in writing as indicated in Section 2.6

**2.6 Communications and Questions**

All questions/inquiries/comments regarding this RFP must to be directed, **in writing**, by **4pm local time, August** **17, 2012,** referencing the RFP title and number, and faxed or e-mailed to the Graduate Student Society of UBC Vancouver to the attention of:

Victor Padilla, VP Administration

Fax: (604) 822-6858

E-mail: [vpadmin@gss.ubc.ca](mailto:vpadmin@gss.ubc.ca)

Conny H. Lin, President

Fax: (604) 822-6858

E-mail: president@gss.ubc.ca

**Respondents must not contact end users and/or end user departments regarding this RFP.**

Prior to the Closing Time, any and all necessary clarifications will be in the form of written addenda only. The GSSUBC-V will not be responsible for verbal or any other explanations or interpretations that are not confirmed by addendum.

**Waiver:** Due to the vagaries of electronic transmissions, The GSSUBC-V shall not be responsible for failure to receive or properly download any questions sent via e-mail or facsimile for any reason or cause. If the Respondent does not receive a timely response to an inquiry, it is the responsibility of the Respondent to follow up with the GSSUBC-V to confirm receipt of such inquiries.

**2.7 Notification of Changes**

All identified recipients of this RFP may be notified regarding any changes made to this RFP document; refer also to item 2.3 – Confirmation of Receipt. The GSSUBC-V reserves the right to modify the terms of the RFP at any time at its sole discretion.

**2.8 Addenda**

The GSSUBC-V may, at any time prior to the Closing Time, issue additional information, clarifications or modifications to the RFP; all Addenda will be posted on the BC Bid® website ([www.bcbid.ca](http://www.bcbid.ca/)).

It is the Respondent’s sole responsibility to ensure they review the website regularly and acknowledge all addenda in their Response.

**2.9 Award Notification**

All award information will be posted on the BC Bid® website ([www.bcbid.ca](http://www.bcbid.ca/)). Respondents will be contacted if required.

It is the Respondent’s sole responsibility to ensure they review the website regularly.

**2.10 Closing Time and Place**

Responses signed by an authorized representative (refer to Attachment A) and clearly marked on the outside of all packaging **“RFP# UBCGSS-V-001 – Koerner’s Pub and Catering Services located on UBC Point Grey Campus”** are to be received by the Issuing Office no later than **4:00 PM local time, August 24, 2012** (“Closing Time”) or such extended time as may be advised via addenda.

**Note:** Responses to this RFP will **not** be accepted electronically (i.e., via facsimile or e-mail).

Late Responses will not be accepted, and will be returned to the Respondent unopened.

**2.11 Extension of Closing Time**

The GSSUBC-V reserves the right in its sole discretion to extend the Closing Time without notice to Respondents. The GSSUBC-V will endeavor to notify Respondents as soon as practically possible in the event of any extension of the Closing Time.

**2.12 Response Submission**

Respondent should submit:

 **One (1) hard copy** of the Response; and,

 **One (1) soft copy** of the Response, (in Microsoft Word, Excel, and/or Adobe Acrobat

(PDF) format) on CDs, DVDs, or Memory Sticks;

Hard copy and soft copy submissions must be identical to each other.

Respondents may not make modifications to their Response after the Closing Time except as may be allowed by the GSSUBC-V pursuant to Section 4.0.

The GSSUBC-V may reproduce any of the Responses and supporting documents for internal use or for any other purpose required by law.

In keeping with the GSSUBC-V’s Sustainability Policy #5, Respondents are requested to minimize as much as possible the packaging materials associated with their Response:

 It is preferred that hardcopy submissions do **NOT** come in binders.

 It is preferred that hardcopy submissions are printed using both sides of the paper.

**2.13 Withdrawal of Response**

Response may be withdrawn by a Respondent at any time up to, but not after, the Closing Time upon written notice to the GSSUBC-V.

Following the Closing Time, all Responses received shall become irrevocable for a period of not less than sixty (60) calendar days and may not be withdrawn for any reason during that period of time.

**2.14 Liquidated Damages for Withdrawal of Response**

If a Respondent, for any reason, seeks to withdraw or revoke its Response during the period of irrevocability or the Successful Respondent (“Consultant”) for any reason does not sign and deliver the Agreement as required after award, the GSSUBC-V, without limiting any other right it may have in law, equity or under the Tender / Proposal Documents, shall be entitled to:

(a) require the Respondent to pay to the GSSUBC-V an amount equal to the difference between the price of its Response and any other Response which is accepted by the GSSUBC-V, if such other Response is for a greater price, together with the total of all costs, expenses and damages, including legal fees on a solicitor and own client basis, incurred by the GSSUBC-V as a result of or related to such revocation or failure by the Respondent.

**2.15 Respondent Costs**

All costs and expenses with respect to the preparation and submission of a Response pursuant to this RFP, and in attending interviews with GSSUBC-V, if any, shall be the sole responsibility of the Respondent and the GSSUBC-V assumes no liability whatsoever for any Respondent costs and expenses.

**2.16 Ownership of Responses**

All documents, including Responses, submitted to the GSSUBC-V are governed by the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996 c.165 (FIPPA)*.*

**2.17 Freedom of Information and Protection of Privacy Act**

All Responses will become the property of GSSUBC-V and will not be returned. Responses are received and held in confidence by GSSUBC-V subject to disclosure required by law.

GSSUBC-V is subject to the British Columbia *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996 c.165 (FIPPA).

Respondents shall clearly identify any specific information and/or records that it provides in its

Response that:

(a) constitute a trade secret;

(b) is supplied in confidence; and,

(c) the release of which could significantly harm its competitive position.

A general declaration may be insufficient and disregarded. In responding to a FIPPA access request, GSSUBC-V may be required to release information and/or records that do not meet all three of the above requirements.

Respondents agree to hold GSSUBC-V harmless against any claims and any damages for release of any information and/or records by GSSUBC-V in response to a FIPPA access request.

**2.18 Lobbying Disclosure**

A Respondent is required to ensure that no communication is made by it or its representatives, including a third party representative employed or retained by it, to promote its Response or oppose any competing Response ("lobbying") unless such communication, relating to all meetings, written correspondence and telephone discussions that the Respondent or its representatives have had with any member of the GSSUBC-V, or consultant(s) to the GSSUBC-V, is disclosed to the GSSUBC-V administration.

**2.19 Conflict of Interest**

In their Response, Respondents must disclose to the GSSUBC-V, any potential, actual or perceived conflict of interest. If such a conflict of interest does exist, the GSSUBC-V may, in its sole discretion, refuse to consider the Response.

If a breach of this requirement is discovered at any time during or after the RFP process, the GSSUBC-V reserves the right, in its sole discretion, to disqualify the Response without prejudice, and with the right to seek damages.

**2.20 No Collusion**

Except as specified within its Response, the Respondent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in their Response or in the proposed contract which may be awarded. There is no collusion or arrangement, formal or informal, between the Respondent and any other actual or prospective Respondents in connection with Responses submitted for this RFP; the Respondent has no knowledge of the contents of any other Response; and the Respondent has made no comparison of figures, agreement or arrangement, express or implied, with any other party in connection with the making of its Response, except as are declared within the Response.

**2.21 Changes in a Respondent**

If there is an addition, deletion, or change in the members comprising a Respondent, in the key personnel positions of a Respondent or a change of effective control in any Respondent member after a Response has been submitted, the Respondent must notify the GSSUBC-V’s Contact Person, in writing, within five (5) working days of any such change. The GSSUBC-V reserves the right to terminate any candidacy of a Respondent if, in its opinion, the change materially negatively affects the ability of the Respondent to carry out the scope of work.

**2.22 No Assignment or Subcontracting**

This RFP and any subsequent Agreement which may be entered into between the GSSUBC-V and a Respondent may not be assigned or sub-contracted in whole or in part by the Respondent without the prior written permission of the GSSUBC-V.

**2.23 Partnering / Strategic Alliances**

A Respondent may partner with other third parties in order to fulfill all of the requirements set out in this RFP, provided that all partners, joint ventures and the like sign the Response and any other documents as may be required by the GSSUBC-V.

**2.24 Use of the GSSUBC-V’s Logo**

The Respondent acknowledges the proprietary interest of the GSSUBC-V in all names, trademarks, crests, or logos owned by the GSSUBC-V and shall not use any GSSUBC-V name, trademark, crest or logo without the written consent of the GSSUBC-V.

**2.25 GSSUBC-V Reservations**

.1 Accept or reject any or all Responses, whether or not complete and whether or not it contains all the required information, without any obligation, or any compensation or reimbursement, to the Respondent(s).

.2 Require clarification of any Response.

.3 Request additional information on any Response.

.4 Treat as pre-qualified any business or corporate entity included under the umbrella of a short- listed firm and GSSUBC-V reserves the right to reject any other party named in the Response.

.5 Independently verify any information in any Response as may be required.

**2.26 Other**

.1 Based on the Responses received (if any) in reply to the RFP, the GSSUBC-V will decide whether or not to proceed in the manner presented in this RFP.

.1 The GSSUBC-V cannot and does not make any representation that the GSSUBC-V will precede with this program as outlined in the RFP, in whole or in part.

.2 In the event the GSSUBC-V, in its sole discretion, elects to proceed, in whole or in part, with this program by alternative methods, the GSSUBC-V shall have no liability in any matter whatsoever to any of the Respondents.

.2 This RFP is subject to all applicable laws and trade agreements which bind The Graduate Student Society of UBC Vancouver. The laws and the Courts of British Columbia shall apply and have exclusive jurisdiction over this RFP.

**\*\*\*END OF SECTION 2.0\*\*\***

**3.0 INSTRUCTIONS AND GUIDELINES FOR RESPONSE SUBMISSION**

The GSSUBC-V is looking for Respondents to provide relevant and succinct information that demonstrates the Respondent’s ability (**as per Schedule A, B, C and D**) and willingness to undertake and address the requirements listed herein. Unnecessarily elaborate Proposals are not required.

**3.1 Process**

Respondent’s submission should be **less than 20 (twenty) pages – 10 pages double-sided** excluding charts, supporting information such as corporate information, reference sheets for prior projects, resumes, samples, etceteras; refer also to item 3.2 below.

Respondent shall structure their Response and provide sufficient content to facilitate evaluation in terms of the criteria framework in Section 4.0.

**3.2 Response**

In order to allow the GSSUBC-V to easily evaluate Responses, all Responses are to conform to the format specified below and address all questions and relevant objectives.

1. Responses shall be signed by an authorized representative of the Respondent – refer to Schedule A. By submitting a Response, the Respondent certifies that all information provided in response to this RFP is true and accurate. Failure to provide information will ultimately result in rejection of any Response.
2. Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content. **Note:** This forms part of the evaluation criteria; excessive documentation will be scored accordingly.
3. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective statement of qualifications are neither required nor desired.
4. Any information thought to be relevant, but not specifically applicable to the enumerated scope of work, may be provided as an appendix to the Response. If publications are supplied by the Respondent to respond to a requirement, the Response should include reference to document number and page number. Publications provided without such reference will not be considered relevant to the RFP.
5. Responses should adhere to the following structure – including Section Titles - as indicated Exhibit 1 below:

**EXHIBIT 1: STANDARD STRUCTURE FOR RESPONSES**

|  |  |  |
| --- | --- | --- |
| **Section Title** | **Requirements** | **Compliance** |
| 1. **Confirmation of Offer** | Attachment A | **MANDATORY** |
| 1. **Site Visit** | A site visit is mandatory, to allow all Vendors an opportunity to view the Koerner’s facilities and raise questions in connection with any aspect of the proposal.  **Site visits will be held on August 06 / 07, 2012** at 6pm Local Time at GSSUBC-V:  #225-6371 Crescent Road  Vancouver, BC, V6T 1Z2 | **PREFEERED** |
| 1. **Title Page** | The Title Page should include the following information:   * The RFP number, title, closing date and time. * The Respondent’s name and mailing address. * Telephone and email information for a primary contact person within the Respondent’s organization. | **PREFEERED** |
| 1. **Table of Contents** | The Table of Contents should include:   * Section titles and corresponding page numbers. | **PREFEERED** |
| 1. **Executive Summary** | A brief text (250 words maximum) explaining why the respondent is interested in this project, how the Respondent would approach the work and demonstrate that the Respondent understands of the scope of the Requirements. | **PREFEERED** |
| 1. **Project Team (max 2 Pages)** | * The Respondent is asked to supply a summary of the team proposed to complete the project, including an overview of the team’s qualifications and skills. * The Respondent is asked to define the role of each team member on the project. | **MANDATORY** |
| 1. **Qualifications (max 2 Pages)** | * The Respondent is asked to describe relevant experience projects of a similar scale * The Respondent is asked to describe relevant experience in recruiting, managing vendors or sub-contractors and suppliers and managing union employees. * The Respondent is asked to outline relevant knowledge and experience in managing budgets. * The Respondent is asked to provide examples/samples of previous work from similar events | **MANDATORY** |
| 1. **References (max 3 Pages)** | * Supply references and contact information for a minimum of three (3) clients. * It is preferred that references are similar type of organizations and of similar scope to this project. | **PREFEERED** |
| 1. **Schedule A**   **(max 2 pages)** | The Proponent is to complete Schedule A (**Mandatory Proposal Requirements**) included in this RFP in accordance with the instructions. | **MANDATORY** |
| 1. **Schedule B**   **(max 2 pages)** | The Proponent is to complete Schedule B (**Financial Proposal**) included in this RFP. | **MANDATORY** |
| 1. **Schedule C**   **(max 1 pages)** | The Proponent is to complete Schedule C (**Sustainability**) included in this RFP.   * Respondents should provide information regarding their Sustainability policies and initiatives in general (as part of the protocol in section 4.1) and how they can be applied to this RFP specifically. * See: [www.supplymanagement.ubc.ca/Sustainability/index.htm](http://www.supplymanagement.ubc.ca/Sustainability/index.htm) * <http://www.sustain.ubc.ca/>. | **MANDATORY** |
| 1. **Schedule D**   **(max 1 pages)** | The Proponent is to complete Schedule D (**Graduate Students**) included in this RFP. | **MANDATORY** |
| 1. **Respondent Disclosures**   **(max 1 pages)** | * Litigation: Disclose any current litigation, which might affect the offer and delivery of products or services to the GSSUBC-V. * Conflict of Interest: Refer to 2.19 | **MANDATORY (IF APPLICABLE)** |



**\*\*\*END OF SECTION 3.0\*\*\***

**4.0 EVALUATION AND AWARD**

**4.1 Evaluation**

.1 All Responses will be evaluated for their completeness and suitability with respect to the requirements of the GSSUBC-V by a committee composed of GSSUBC-V executive or designates, which may include 3rd party consultants.

.2 On the basis of the information received, the GSSUBC-V will evaluate the Responses in a formalized, systematic and consistent manner against the following criteria: On the basis of the information received, the GSSUBC-V will evaluate proposals that represent the best overall value as solely determined by the GSSUBC-V. Best value will include but is not limited to:

|  |  |
| --- | --- |
| **Criteria** | **Evaluation Criteria** |
| **Pub / Restaurant Experience** | The Proponent’s ability to provide services as outlined in **Schedule A** – Section 2.1 – 2.2. Include proposal or plan for strategic management of successful working relationship. |
| **Financial**  **Proposal** | The Proponent’s financial proposal as outlined in **Schedule B,** and the proposed **Payment Terms**.  (Include pricing for sustainable or organic options.) |
| **Quality and**  **Variety of Foods** | **Includes sampling and presentation process *(for shortlisted candidates only)***  Quality and presentation of food as determined during the sampling process as outlined in **Schedule A** – Section 3.0, as well as the variety and ‘health-conscious’ options as determined by menu submissions. Outline plan to ensure menu variety over time. |
| **Sustainability** | The Proponent’s ability to provide services as outlined in  **Schedule C** |
| **Organization** | The Proponent’s company information as outlined in **Schedule A** – Section 1.1 – 1.7. |
| **Attract Graduate Students of UBC** | The Proponent’s ability and willingness to attract and serve graduate students of UBC as outlined in **Schedule D**. |
| **Current Contracts and Onsite Inventory** | The Proponent’s willingness to take over the existing Auphan Dining POS and ACME Security contracts.  The Proponent’s proposal to purchase Koerner’s Pub’sonsite equipment at fair market value or lease the equipment. |
| **Sales Growth** | The Proponent’s interest in assessing the business case for increasing sales during non-peak times, and expanding the market for catering services to client groups other than GSSUBC-V room bookings. |
| **Additional**  **Services** | The Proponent’s ability to work within a multi-function facility. For example, by indicating its ability to ensure the proper lockdown of the entire building at the end of business each day. |

1. The GSSUBC-V intends to shortlist Respondents as a part of the evaluation process.
2. The GSSUBC-V reserves the right, in its sole discretion to

.1 clarify any Response without becoming obligated to offer the same opportunity to any other Respondent(s)

.2 negotiate with one or more Respondents without becoming obligated to offer the same opportunity to any other Respondent(s).

.3 retain, for its consideration, evaluation, and potential award, any Response which is non-conforming because it does not contain the content or form required by the RFP or because the Response does not comply with the process for submission set out in the RFP.

.4 accept any Response, which in the GSSUBC-V’s opinion offers best overall value or is the most advantageous for the GSSUBC-V and directly award to that Respondent.

.5 The GSSUBC-V, as a result of this RFP process, has no obligation to establish a short-list of Respondents and reserves the right to reject any and all submissions. In no event will the GSSUBC-V be responsible for the costs of preparation or delivery of any submission.

.6 Respondents may be rejected for commercial reasons if they have a record of making frivolous or unreasonable claims related to their work performed.

.7 The GSSUBC-V shall not be bound by this RFP to accept either the lowest priced, any, or, all Responses and may cancel this RFP at any time without any award or further liability whatsoever.

**4.2 Preferences**

While not strictly bound to comply with the Agreement on Internal Trade, the GSSUBC-V seeks, where possible and practical, to abide by the spirit and intent of the Agreement.

As a result, the GSSUBC-V does not give any preferences to the Respondents based upon location or ownership within Canada. The GSSUBC-V may however give a preference of not more than ten percent (10%) to Canadian Respondents or Canadian Value Added goods.

**4.3 Presentations and Demonstrations**

Individual presentations will be required only for short-listed Respondent. Each Respondent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response. Individual interviews by Respondents, if any, may be required.

**4.4 Award**

Acceptance of any Response shall be made in writing only by the GSSUBC-V’s Authorized Representative or their designate.

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**\*\*\*END OF SECTION 4.0\*\*\***

**5.0 PROJECT AGREEMENT**

**5.1 Contract Provisions by Reference**

The GSSUBC-V's acceptance of the Respondent's Response by issuance of a Purchase Order or by a written Agreement shall create a contract between the GSSUBC-V and such Respondent containing all specifications, terms and conditions in the Response except as specifically amended in the Purchase Order/written Agreement. Any exceptions taken by the Respondent which are not included in the Purchase Order/Agreement will not form part of the contract.

In the event of a conflict between the terms and conditions of the RFP and information submitted by a

Respondent, the terms and conditions of the RFP and the Purchase Order/Agreement will govern.

**5.2 Payment Terms**

GSSUBC-V will establish certain terms of payment such as paying amounts when certain milestones have been reached. These terms will be determined more specifically during the negotiation process and set out in any resulting Agreement.

During the term of the Agreement, the successful Respondent shall pay GSSUBC-V the greater of a Minimum Monthly Guarantee (MMG), a stipulated percentage (Floor of X%) of the gross revenue generated by the Pub, or a combination of both.

For the Catering service (and other revenue streams) a certain percentage (Floor of X%) of the gross revenue generated or a certain percent of the cost shall be paid to the GSSUBC-V. These terms will be determined more specifically during the negotiation process and set out in any resulting Agreement.

The proposer shall outline their base price terms to operate and manage the Pub and Catering services.

* Desired length of base contract \_\_\_\_\_\_\_\_\_\_\_\_\_ (min. 5 yrs).

* Anticipated estimated yearly gross sales for Pub and Catering Services based on current facilities $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* Minimum Monthly Guarantee (MMG) payable to GSSUBC-V for the Pub Facilities $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . Percentage (%) of Gross sales payable monthly to GSSUBC-V \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Pub* - food and liquor), if the Pub generates more sales and the % return GSSUBC-V is higher than the MMG.
* Percentage (%) of Gross sales payable to GSSUBC-V \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Catering* - food and liquor).

**5.3 Mandatory and Preferred Terms**

The successful Respondent(s), if any, will be required to execute a subsequent Agreement with the GSSUBC-V over the subject matter of this RFP.

In order to allow Respondents some flexibility with respect to any subsequent Agreement terms, the

GSSUBC-V has chosen in the following two sections to list both the Mandatory and Preferred Terms.

**The Mandatory Terms (Section 6.0) are those terms which the GSSUBC-V will insist upon being part of any subsequent Agreement. A Respondent will automatically be deemed to agree to such terms if that Respondent chooses to submit a Response. Respondents should review these Mandatory Terms carefully prior to responding and should not submit a Response if they do not fully and completely agree with these terms.**

The Preferred Terms (Section 7.0) are those terms in any subsequent Agreement which the GSSUBC-V would prefer but to which the GSSUBC-V is prepared to consider alternatives. These Preferred Terms will form part of any subsequent Agreement with the Successful Respondent (if any), unless the Respondent expressly objects to a particular Preferred Term and provides an alternative clause covering the same subject matter as part of their Response.

With respect to any Respondent(s) proposed term changing or modifying any GSSUBC-V Preferred Term(s), Respondent(s) are cautioned that any such counter offer to the GSSUBC-V Preferred Term(s) will be considered as part of the evaluation of that Response and may affect the Respondent’s chances of being the Successful Respondent.

In any event, the GSSUBC-V reserves the right in its sole discretion to negotiate further with any Respondent prior to an award and the GSSUBC-V shall not be bound to accept any Respondent proposed term regardless of the other merits of the Respondent’s Response.

**\*\*\*END OF SECTION 5.0\*\*\***

**6.0 MANDATORY CONTRACTUAL PROVISIONS**

The following terms and conditions are mandatory and shall be deemed to be incorporated in all Responses.

**6.1 The GSSUBC-V’s** **Authorized Representatives**

The only persons who are or shall be authorized to speak or act for the GSSUBC-V in any way with respect to the commercial terms of any Agreement resulting from the RFP are those whose positions or names have been specifically designated in Section 2.1 and/or 6.3 of the RFP or as otherwise listed in any Agreement.

**6.2 Declaration of Knowledge**

It is hereby declared and agreed by the Respondent that the Response submitted has been prepared on the basis of its own knowledge of the nature of the work to be performed or of the goods to be supplied, the location, quality, and character of the equipment and facilities in place or needed, as well as general and local conditions and all other such matters which can affect the Respondent's performance under any agreement between the parties that might result from the Response.

The Respondent further agrees that it does not rely upon any information given or statements made by representatives of the GSSUBC-V with regard to the Response or work to be performed.

**6.3 Notices**

All notices provided hereunder shall be given in writing and delivered in person, or by registered or certified mail, return receipt requested addressed as follows:

a. If to GSSUBC-V:

Victor Padilla

VP Administration

Graduate Student Society of UBC Vancouver

#225-6371 Crescent Road

Vancouver, BC, V6T 1Z2

Attention: Victor Padilla, VP Administration

Facsimile: (604) 822-6858 b. If to the Respondent:

*The person signing the Response, at the Respondent's address indicated in such Response*

*Or to such other person or address as either may designate for itself in writing and provide to the other.*

Notice shall be deemed given when delivered the third business day following the day such notice is deposited in the mail. In the event of any interruption in the ordinary postal service, any such notice shall be delivered or sent by facsimile transmission and not mailed.

**6.4 Independent Contractor:**

By mutual agreement, the terms of this Agreement will be met by the Respondent’s provision of services as an independent contractor at arm’s length from, and not as an employee of, GSSUBC-V. As such, the Respondent is solely responsible for all matters relating to compliance with statutory and other legal obligations arising from the Respondent’s responsibilities in determining how and where the work set forth in this agreement is to be performed, including matters arising between the Respondent and their employees, if any. Such obligations include but are not limited to: remuneration; discipline; assessment of and withholding for income tax, employment insurance, Workers‟ Compensation, and Canada Pension Plan; leave, vacation, overtime and any other payments which may be assessed against the Respondent under any statutory authority for their performance of this Agreement.

**6.5 Workers' Compensation**

The Respondent warrants and represents that it shall comply with all relevant WorkSafeBC (Workers' Compensation Board of BC) requirements and other workers‟ safety regulations. Respondents are also advised that the GSSUBC-V at its option may request a Respondent to provide a letter from WorkSafeBC indicating that they are in good standing and have no outstanding fines, penalties or debts.

**6.6 Foreign Workers**

Only Canadian citizens and legal permanent residents have the right to work in Canada. Foreign Contractors and visitors who wish to work in Canada must have employment authorization from an Immigration Officer with Canada Employment.

It is the responsibility of the Respondent to ensure that, if they are awarded a contract, such authorization is to be obtained prior to the workers‟ arrival at the Canadian border.

In the event that the successful Respondent’s foreign workers are detained or refused entry into Canada at the Canadian border, or, thereafter, it shall be the sole responsibility of the Successful Respondent to ensure such detention or refusal does not affect or jeopardize the performance and completion of the Work in a timely manner.

**6.7 Assumptions**

.1 It is expressly agreed that the Respondent is acting as an independent contractor in performing the services identified in this Agreement and not in any other capacity or relationship. As such, the Respondent shall have sole control of the manner and means of performing the services under this Agreement while at the same time seeking reasonable, regular and appropriate direction from the GSSUBC-V on the business of the services indicated in this Agreement.

.2 The Respondent does not have, nor shall hold itself out as having, any right, power or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon the GSSUBC-V unless with the GSSUBC-V’s expressed written consent.

.3 It is agreed that while performing the services indicated in this Agreement, the Respondent may offer and provide services as in independent contractor to other parties (including others at the GSSUBC-V) provided that such outside contracts or retainers will not interfere in any way with the reasonable satisfactory provision of the service indicated in this Agreement.

**6.8 Amendments**

No amendment of an Agreement resulting from this RFP process shall be effective unless it is reduced to writing and executed by the GSSUBC-V's Authorized Representative or Officer and by the individual signing the Response or another individual named by the Respondent in Section 6.3

**6.9 Supplier Code of Conduct**

The RFP process is an opportunity for Respondents to highlight how their company is meeting and exceeding ethical, environmental and social responsibility. The GSSUBC-V is asking for new and higher standards of practice from Respondents.

The GSSUBC-V adheres to the University of British Columbia’s Supplier Code of Conduct. The GSSUBC-V is committed to protecting the environment and working with businesses in the community that have similar commitments to improve environmental conditions, have fair and equitable work environments for their employees and demonstrate leadership in sustainability.

Respondents should indicate how their business practices and operations are consistent with the principles related to sustainability.

Respondent is deemed to have accepted and will abide by the Purchasing Management Association of Canada’s Code of Ethics, published on the Supply Management web site.

(<http://www.pmac.ca/images/stories/join_pmac_pdf/code%20of%20ethics%20en.pdf>)

**6.10 Applicable Regulations**

All products, services and supplies are to comply with applicable Federal, Provincial, University and local regulations.

**6.11 Governing Law**

The laws and the Courts of British Columbia shall apply and have exclusive jurisdiction over any Agreement which may be awarded. The International Sale of Goods Act shall not apply to any Agreement.

**\*\*\*END OF SECTION 6.0**\***\*\***

**7.0 PREFERRED CONTRACTUAL PROVISIONS**

The following terms and conditions are desirable. Respondents may propose alternate language and identify any such changes in their Response. Except to the extent that changes are explicitly made in the Response, these provisions shall be deemed to be incorporated in the Response.

**7.1 Price Protection**

The GSSUBC-V will not pay any additional costs above those costs listed in the Response.

**7.2 Ownership**

By mutual agreement, and except as agreed to in writing by GSSUBC-V and the Respondent, GSSUBC-V will own, and the Respondent grants to GSSUBC-V all rights (including but not limited to copyright and patent), title and interest in and to any items created by the Respondent in performing the services, whether completed or not, and to their proceeds, such items including but not limited to reports, documents, and computer software. These items will be delivered to GSSUBC-V upon request but in any event, no later than completion of the project.

**7.3 Commitments, Warranties and Representations**

Any commitment made by a Respondent pursuant to its Response shall be binding upon the Respondent. For the purposes of its Response, a commitment by a Respondent includes:

.1 Prices and options committed to remain in force over specified periods of time;

.2 Any written warranty or representation made by the Respondent in the Response as to equipment or software performance, total system performance, and other physical, design or functional characteristics of a machine, software package or system.

.3 Any written warranty or representation made by the Respondent concerning the characteristics of items described in 7.1.2 above made during the course of negotiations whether or not incorporated into a formal amendment to the Response in question; and

.4 Any written warranty or representation by the Respondent in the Response, support documents, side letters or other memoranda, or negotiations subsequent thereto as to training to be provided, services to be performed, prices and options committed to remain in force over fixed periods of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of any Agreement that may be entered into by the parties.

**7.4 Indemnity**

The Respondent shall indemnify and hold harmless the GSSUBC-V, the University, its Board of Governors, employees, students, servants or agents from any loss, damage, demand, or claim (including in respect of physical injury or death) arising by reason of any breach of this RFP or the Agreement arising on acceptance hereof or arising from the negligence or wrongful act of the Respondent or its officers, directors, employees, servants, agents or subcontractors and the Respondent shall reimburse the GSSUBC-V, on a full indemnity basis, in respect of all legal fees and disbursements incurred in respect of the foregoing indemnity.

**7.5 Insurance**

.1 Respondent shall maintain reasonable General Liability, Professional Liability, and Automobile Liability insurance. Before Respondent begins to provide services under this Agreement, Respondent agrees, if requested, to deliver to GSSUBC-V a copy of the policy certificate for any or all of these insurances for the Respondent and to be maintained during the performance of this contract.

.2 All the insurance policies which the Respondent is required to obtain in accordance with this Agreement shall provide that the insurance shall not be cancelled, or materially changed so as to affect the coverage provided under this Agreement, without the insurer giving at least thirty (30) days prior written notice to GSSUBC-V.

.3 All insurance which the Respondent is required to obtain in accordance with this Agreement shall be with insurers registered in and licensed to underwrite such insurance in the Province of British Columbia. All such insurance shall be at no expense to GSSUBC-V.

.4 Respondent may be required to take out such additional insurance as may be considered necessary and desirable. All such additional insurance shall be at no expense to GSSUBC-V.

.5 Respondent shall provide, maintain and pay for the required insurance, during the term of this Agreement and thereafter as set out at the time of the specific fee request, in such amounts and on such terms and conditions as may be acceptable to GSSUBC-V.

.6 Respondent acknowledges that the GSSUBC-V provides no personal property, medical or dental nor any accident benefit or disability insurance on Respondent’s behalf and that it is the Respondent’s sole responsibility to ensure that they maintain sufficient personal insurance coverage. Respondent agrees that any failure on their part to maintain adequate personal insurance shall impose no financial obligation on the GSSUBC-V.

.7 GSSUBC-V currently has insurance coverage for the premises – the arrangements will be discussed further only with the shortlisted Respondents.

**7.6 Confidentiality**

.1 Notwithstanding anything contained herein, the Respondent agrees that any Proprietary Information (“information”), whether delivered to the Respondent by the GSSUBC-V, or whether retrieved by the Respondent by any other means, shall not be exploited and no direct or indirect disclosure made to any other party of said information without the express written agreement of the GSSUBC-V.

Notwithstanding the foregoing or any other provision in this agreement, the Respondent shall bear no responsibility or liability for any disclosure of information belonging to or relating to the GSSUBC-V which at the time of disclosure was generally available to or known to the public, the data processing industry or in any industry in which the GSSUBC-V was conducting business or, which prior to receipt from the GSSUBC-V was rightfully obtained by the Respondent from any third party.

The Respondent shall restrict entry of unauthorized persons to those areas of its facilities in which services are performed.

Except as permitted by this agreement, the Respondent shall keep strictly confidential and not divulge or use any information which relates to any technique, operation, equipment, program or other private affairs of the GSSUBC-V.

The GSSUBC-V agrees that all products provided by the Respondent, related materials and knowledge or information that is proprietary or related thereto, obtained by the GSSUBC-V, shall be held in confidence and shall not be made available in any form for the use or benefit of any person or entity other than the GSSUBC-V.

In this Agreement, “Proprietary Information” means information, knowledge, and materials related to the designs, know-how, goodwill, trade secrets, or property of GSSUBC-V or to the proposed or actual customers, suppliers or transactions of GSSUBC-V or to product, services, systems programs, designs, inventions, research, discoveries, developments, strategies, methods or ideas which have been or are being developed or utilized or marketed by GSSUBC-V, or in which GSSUBC-V is or may become interested, but excluding information in the public domain and information which GSSUBC-V has agreed will be deemed not to be “Proprietary Information” for the purposes of this Paragraph.

.2 The Respondent may disclose that the GSSUBC-V has retained the Respondent for services unless the GSSUBC-V has required specifically that this disclosure not be made.

**7.7 Dispute Resolution**

It is desirable that the services outlined in this contract are designed and completed on the basis of consensus and collaboration. Recognizing that the credibility and success of these services may be undermined by unresolved issues, it is agreed that:

.1 if a dispute, disagreement, impasse, complaint or another circumstance requiring resolution arises concerning the interpretation of this contract, the parties undertake to resolve the matter in a timely manner through negotiation; and,

.2 should negotiation result in an incomplete or delayed resolution; the parties may apply jointly for an independent mediator to assist in resolving the outstanding issues.

**7.8 Termination and Cancellation**

The GSSUBC-V shall have the unilateral right to terminate any Agreement formed between the parties in the event that any one or more of the following events of default occur or continue during the term of the contract:

.1 Respondent shall fail to deliver the equipment or services required by the Agreement;

.2 Respondent shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Agreement;

.3 Respondent shall breach any of the other terms set forth within the Agreement;

.4 Upon 30 days written notice by the GSSUBC-V.

**7.9 No Assignment or Subcontracting**

Per Section 2.22 of this RFP

**7.10 Taking over of existing current contracts from GSSUBC-V**

It is preferred that the successful Respondent take over the existing contracts for ACME Security Systems and Auphan Dining POS.

**7.11 Performance and Execution of Documents:**

GSSUBC-V and the Respondent will perform any act and execute and deliver any document which is reasonably required to carry out the terms of the Agreement according to its true intent and meaning.

**\*\*\*END OF SECTION 7.0\*\*\***

**8.0 REQUIREMENT SCOPE AND OBJECTIVES**

* 1. **Project Drivers**

The major drivers of this project are quality of service, timeliness, maximizing revenue, working with union employees, and understanding the scope of the project. Quality of service to Graduate students at UBC and engaging in sustainable practices is one of the objectives of the projects. Looking for ways to maximize revenue for both Pub and Catering services is key to the success of this initiative. Moreover, maintaining a good relationship with the union and respecting the collective agreement is essential. Last but not least, understanding the scope of the project, the clients, different revenue streams, resources available and GSSUBC-V will help make this project a success.

**8.2 Project Objectives**

The Graduate Student Society of UBC Vancouver, hereinafter referred to as the "GSSUBC-V”, is, through this Request for Proposals (RFP), inviting experienced Respondents to submit Responses to provide the Pub and Catering services for the Koerner’s Pub located at 6371 Crescent Road, Vancouver, BC V6T 1Z2. Successful Respondents are also to maintain and services a described in section 1.2.4 (Other revenue streams).

The objective of this project is to (see Section 4 and Schedule A for more details on the application requirements):

* Maximize the revenue potential of the facility and operations
* Maximize the service potential to the Graduate Students at UBC
* Work in collaboration with GSSUBC-V in shaping the future of the facility and operations

**8.3 Contractor / Consultant Qualifications**

The Respondent (“Contractor” / “Consultant”) will be able to demonstrate (see Schedule A for detailed requirements):

* firm’s experience in running a pub or restaurant and their capacity to provide food variety through proactive development of high quality menus for pub clientele including graduate students (organic/sustainable and health conscious options etc. to be included)
* firm’s ability to provide catering services
* firm’s ability and track record of running a similar financially profitable business
* firm’s ability and experience working with a union
* firm’s willingness to support GSSUBC-V’s sustainability initiative
* firm’s willingness to attract and service graduate students at UBC

**8.4 Scope of Contractor / Consultant Services and Deliverables**

The successful Contractor / Consultant (once selected and given the notice to proceed) shall provide the following Project deliverables:

* Successful Operation of the Pub, Catering Services, and other supporting services (see Section 1.2.4)
* Timely payment of the agreed upon payment amounts
* Maintainance of direct and open communication with GSSUBC-V
* Adherence to the Supplier Code of Conduct as described in the RFP

**8.5 Project Administration and Client Consultation**

The successful Respondent shall report to Victor Padilla, VP Administration, GSSUBC-V.

The successful Respondent shall appoint a counterpart Project Manager who shall have authority to act on behalf of the successful Respondent on all project related matters.

**8.6 Project Schedule**

The target is to have the Pub and Catering services operational by 26 October 2012.

In this context, the following target schedule is offered for guidance to the Respondent:

|  |  |
| --- | --- |
| **Activity** | **Date** |
| 1. Successful Respondent receive notice to proceed | TBD |
| 2. Functional setup of the facility / services are 50% underway | Within **4** weeks of notice to proceed |
| 3. Facilities / Services are Operational | Within **6** weeks of notice to proceed |

**\*\*\*END OF SECTION 8.0\*\*\***

**SCHEDULE A: REQUIREMENTS (MANDATORY)**

**1.0 INFORMATION ABOUT YOUR COMPANY**

1.1 Provide a brief profile of your company including years in business and staffing levels

(Number of employees, etc). Include a proposed service model that indicates the level of service you expect to provide (day to day, day and evening supervision etc.) In addition, provide information about how you strategically manage long-term relationships and keep them functional and fresh. The GSSUBC-V may request financial information and must be satisfied with the financial stability of the company(s).

1.2 Briefly describe your firm’s experience in running a pub or restaurant as described in this Request for Proposals (RFP). Indicate your capacity to provide food variety through proactive development of high quality menus for pub clientele including graduate students (organic/sustainable and health conscious options etc. to be included).

1.3 Briefly describe your firm’s ability to provide catering services as described in this Request for Proposals (RFP). Indicate your ability to provide food variety through proactive development of high quality menus for catering clientele (organic/sustainable and health conscious options etc. to be included).

1.4 How much advance notice do you need for providing catering services? (The GSSUBC-V would prefer that your lead time is not more than 48 hours. Some flexibility with regards to last minute orders may be required).

1.5 Briefly describe your company’s sustainability policies and practices as they pertain to Schedule

C - Sustainable Evaluation Criteria.

1.6 Provide a description of your liquor service and provide a current price list. (The GSSUBC-V has undertaken the provincial liquor licensing process).

1.7 Include a minimum of three client references that have recently used your services for similar situations/events for a period of at least 2 years. University or institutional / business references are preferred. Include the entity's name, contact person and title, address and phone number.

1.9 Does your firm have an insurance policy – what liabilities are covered, provide details.

1.10 Briefly describe your firm’s ability and experience working with a union.

1.11 Include any other information that you consider to be relevant to the GSSUBC-V‟s evaluation of your proposal.

**2.0 INFORMATION ABOUT THE SERVICES YOU WILL BE PROVIDING**

2.1 Responses are expected to include a range of prices and service options for the pub food and drinks within each meal category (as outlined in Schedule B) to enable the GSSUBC-V to select pub menu and catering services appropriate to meet the needs and budgets of the potential clientele.

2.2 Prices should include costs for service using china, glassware and cutlery.

**3.0 QUALITY AND VARIETY OF FOOD: Sampling and Presentation Process**

The *short-listed Vendors* will be required to provide samples of their products (include organic / healthy options) which will include the following at various price points (to be specified when sampling is scheduled). Sampling needs to be provided for 6 people on the GSSUBC-V evaluation team.

Pub Food:

1. Sampling of various breakfast items (if applicable);
2. Sampling of various lunch items;
3. Sampling of various dinner items;

Catering Food:

a) Sampling of baked goods and pastries (include square, bars and cookies);

b) Sampling of continental breakfast;

c) Sampling of assorted sandwiches and salads;

d) Sampling of hot buffet meal. e) Sampling of reception items.

f) Sampling of cheese and fruit plates.

**4.0 VENDOR EXISTING LOCATION SITE VISITS**

For *shortlisted candidates* only, it may be necessary for the GSSUBC-V‟s representative to have a site tour of (or meeting at) the Vendors’ existing location to allow the GSSUBC-V to view its operation.

**SCHEDULE B: FINANCIAL PROPOSAL (MANDATORY)**

**Pub services and financial proposal:** (indicate pricing (as well as any minimums) for the different options in this section)

|  |  |  |
| --- | --- | --- |
| **Pub Menu** | **Normal Cost** | **Organic / Healthy Option Cost** |
| **Breakfast** |  |  |
| **Lunch** |  |  |
| **Dinner** |  |  |
| **Food Specials** |  |  |
| **Drinks [Beer and other]** |  |  |
| **Drinks Specials** |  |  |

**Catering services and sample menus for the following:** (indicate per person pricing (as well as any minimums) for the different options in this section. We ask that you attach to this section a sample menu for each category below (i.e. Economy Continental Breakfast, Professional Buffet Lunch, etc.)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Economy Menu** | **1 – 100**  **People** | **Organic / Healthy**  **Option Cost** | **100+ People** | **Organic / Healthy**  **Option Cost** | **Other Charges**  **(i.e. service etc.)** |
| **Continental**  **Breakfast** |  |  |  |  |  |
| **Cold Working**  **Lunch** |  |  |  |  |  |
| **Morning/Afternoon**  **Breaks** |  |  |  |  |  |
| **Buffet Lunch** |  |  |  |  |  |
| **Buffet Dinner** |  |  |  |  |  |
| **Reception** |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Professional Menu** | **1 – 100**  **People** | **Organic / Healthy**  **Option Cost** | **100+ People** | **Organic / Healthy**  **Option Cost** | **Other Charges**  **(i.e. services etc.)** |
| **Continental**  **Breakfast** |  |  |  |  |  |
| **Cold Working**  **Lunch** |  |  |  |  |  |
| **Morning/Afternoon**  **Breaks** |  |  |  |  |  |
| **Buffet Lunch** |  |  |  |  |  |
| **Buffet Dinner** |  |  |  |  |  |
| **Reception** |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **High End Menu** | **1 – 100**  **People** | **Organic / Healthy**  **Option Cost** | **100+ People** | **Organic / Healthy**  **Option Cost** | **Other Charges**  **(i.e. services etc.)** |
| **Continental**  **Breakfast** |  |  |  |  |  |
| **Cold Working**  **Lunch** |  |  |  |  |  |
| **Morning/Afternoon**  **Breaks** |  |  |  |  |  |
| **Buffet Lunch** |  |  |  |  |  |
| **Buffet Dinner** |  |  |  |  |  |
| **Reception** |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Beverages** | **1 – 100**  **People** | **Organic / Healthy**  **Option Cost** | **100+ People** | **Organic / Healthy**  **Option Cost** | **Other Charges**  **(i.e. services etc.)** |
| **Coffee Service** |  |  |  |  |  |
| **Coffee Refresh** |  |  |  |  |  |
| **Pop, Juice** |  |  |  |  |  |

Vendors are to include any charges not specified in the above which will or may be billed to the GSSUBC-V by the Vendor in performing the work proposed. In addition, the Vendor shall clearly indicate any known possibility for unanticipated charges to the GSSUBC-V, other than the Vendor's charges specified in its Proposal, as well as make any suggestions for cost savings in any area.

**SCHEDULE C: SUSTAINABILITY (MANDATORY)**

GSSUBC-V follows The University of British Columbia agenda to be an internationally recognized leader in sustainability. The University’s Supplier Code of Conduct (SCC) sets the ethical performance expectations for suppliers of goods, services or equipment to the GSSUBC-V. GSSUBC-V will apply the SCC criteria as part of its contract award process. It is a requirement that all GSSUBC-V suppliers and their subcontractors/suppliers follow the SCC to the best of their ability in intent and in spirit.

The following is a checklist to be considered when outlining the sustainable practices of your company. Please highlight in your application any of the following criteria that you can offer and include a statement about how these practices are reflected in your service and pricing.

**FOOD**

 Provide organic, shade-grown, certified fair trade coffee and tea.

 Provide fair trade products. Fair trade products include coffee, tea, sugar, cocoa products and bananas.

 Provide locally produced and organic fruit and vegetables whenever available.

 Purchase sustainably harvested seafood (*Oceanwise* or *Sea Choice* are two reputable certifications)

and/or a selection of free range, organic meats.

 Provide condiments in bulk (sugar, salt, pepper, ketchup, mustard, mayonnaise, jam, cream cheese and butter) rather than individually packaged portions.

 Provide pitchers of filtered water and rather than individual plastic or bottled water.

 State strategy for dealing with leftover food including donations to a food bank, etc. State distribution strategy

 State if you provide training and job skills to Downtown Eastside residents, people with disabilities, etc.

**Waste**

 Provide composting and recycling at all locations

 Specify non-disposable cutlery, mugs, glasses and dishes.

 Provide dry erase markers so participants can mark their names on glassware and mugs to encourage reuse during the event.

 If disposable plates and utensils must be used, avoid styrofoam or plastic. Ask for paper or compostable dishes, containers and utensils. Use 100% biodegradable *compostable containers*

 Request linen napkins and tablecloths; if none are available, choose paper napkins that have the highest post- consumer waste content as possible and make sure that attendees at your event are aware these can be put into the compost and not the garbage bins.

 Ensure that food is served in a way that minimizes waste (i.e. sandwiches and desserts on trays

rather than individually packaged).

 Provide food on reusable trays rather than disposable plastic trays.

 Train servers to aid attendees with proper waste disposal and ensure adequate signage, announcements, etc.

**Extras**

 Use environmentally friendly and low or non-toxic cleaning supplies at all events.

 Create a reusable, laminated display that checks off the sustainable features at all events

**SCHEDULE D: Graduate Students (MANDATORY)**

|  |  |
| --- | --- |
| **Criteria** | **Frequency / Timing** |
| 1. Involvement in Community and working with different groups to serve their interest (Candidates should provide examples of similar involvement from the past) | *Required with Proposal* |
| 1. Willingness to serve graduate students (Can include examples of certain music, live music, healthier food choices) | *Required with Proposal*  *Ongoing Commitment (*Agree / Disagree*)* |
| 1. Meetings with GSSUBC-V and other Departmental Graduate societies for initiative/ planning/ coordination/ delegation.   Candidates will need to commit to these meetings and work with the student societies to come up with strategies to promote the pub to the graduate students and provide exceptional service. Candidates will be evaluated on the basis of:  *- (Number of meetings per year) X (Quality of meetings)* | *Ongoing Commitment*  Agree / Disagree |
| 1. Action / Implementation   - Events attractive to Graduate Students (certain music, live music, healthier food choices)  - Graduate club events discounts | *Ongoing Commitment*  Agree / Disagree |

**ATTACHMENT A (MANDATORY)**

**CONFIRMATION OF OFFER**

|  |
| --- |
| **Company Name:** |
| **Signature:** |
| **Name:** |
| **Title:** |
| **Date:** |
| If the Respondent is a company, your signature above confirms you have the legal authority to bind the Respondent. |

|  |
| --- |
| **Where applicable, Partner Respondent signature required below:** (See also Section 2, Item 2.23) |
| **Company Name:** |
| **Signature:** |
| **Name:** |
| **Title:** |
| **Date:** |
| If the Partner Respondent is a company, your signature above confirms you have the legal authority to bind the  Partner Respondent. |

**Addenda:**

Signature(s) above acknowledges receipt and inclusion of the following addenda to the RFP documents:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum No. |  | dated | , | 20 |  | pages |
| Addendum No. |  | dated | , | 20 |  | pages |
| Addendum No. |  | dated | , | 20 |  | pages |
| Addendum No. |  | dated | , | 20 |  | pages |
| Addendum No. |  | dated | , | 20 |  | pages |
| Addendum No. |  | dated | , | 20 |  | pages |

**ATTACHMENT B**

**The University of British Columbia’s Supplier Code of Conduct**

The GSSUBC-V adheres to the University’s Supplier Code of Conduct (SCC); which sets the ethical performance expectations for suppliers of goods, services or equipment to the GSSUBC-V. The goal of the SCC is to ensure safe and healthy workplaces for the people who make products for the GSSUBC-V; where human and civil rights conditions are in compliance with the core labour conventions of the International Labour Organization (ILO). GSSUBC-V will apply the SCC criteria as part of its contract award process. It is a requirement that all GSSUBC-V suppliers and their subcontractors/suppliers follow the SCC to the best of their ability in intent and in spirit.

GSSUBC-V has adopted a complaint-driven approach, where non-compliance with the SCC is brought to our attention. The VP Administration of GSSUBC-V will be responsible for any investigation upon complaints of a credible nature. (Examples might include reports from one or more non-governmental organizations, labour groups or media sources.)

The policy is not intended to interfere with the collective agreements. It is the supplier’s responsibility to ensure subcontractors are compliant with the SCC.

GSSUBC-V supports the Purchasing Management Association of Canada’s Code of Ethics, published on the Supply Management web site.

(<http://www.pmac.ca/images/stories/join_pmac_pdf/code%20of%20ethics%20en.pdf>)

**Legal and Ethical Responsibilities**

GSSUBC-V suppliers and their sub-contractors will comply with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment. Where the provisions of law and the SCC address the same issue, the provision that is most stringent will apply.

**Child Labour**

GSSUBC-V suppliers and their sub-contractors:

* will not hire people under the age of 15, (or 14 where the International Labour Organization exemption for developing countries allows) unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age would apply, as defined by the International Labour Organization.
* where local laws do not exist or where they set lower standards than the ILO, the ILO standards shall prevail.
* where a child worker must be displaced, adult family members should have the opportunity to assume the child‟s position in order to maintain family earnings.

**Forced Labour**

GSSUBC-V suppliers and their sub-contractors will not:

* use forced, illegal, or prison labour, including indentured or bonded labour, or any form of compulsory labour to manufacture our products.

**Disciplinary Practices**

GSSUBC-V suppliers and their sub-contractors will:

* treat workers with respect and dignity. No employee shall be subject to any form of physical, sexual, psychological, or verbal harassment or abuse.
* ensure workers are free to express their concerns about workplace conditions without fear of retribution of losing their jobs. Workers should have access to a formal avenue to express concerns directly to factory management or GSSUBC-V representatives.

**Freedom of Association**

GSSUBC-V suppliers and their sub-contractors will recognize and respect that workers, without distinction, have the right to form or join trade unions of their own choosing and to bargain collectively.

**Wages and Benefits**

GSSUBC-V suppliers and their sub-contractors recognize that wages are essential to meeting employees‟ basic needs. Employers shall:

* pay employees, as a minimum, at least the minimum wage required by local law or the prevailing industry wages, whichever is higher, and shall provide legally mandated benefits.
* will pay workers directly and provide workers with clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand.

**Hours of Work**

GSSUBC-V suppliers and their sub-contractors will:

* ensure regular working hours do not exceed forty eight (48) hours per week, and that the combination of regular hours and required overtime hours do not exceed sixty (60) hours per week except in emergency circumstances.
* ensure that overtime hours are compensated either according to the law, or where the law is silent, at premium rates for hours in excess of forty eight (48) hours and that hours worked in excess of sixty (60) hours per week are on a voluntary basis.
* ensure workers are provided at least one day off during every seven (7) day period.

**Discrimination**

GSSUBC-V suppliers and their sub-contractors will:

* consider employees for positions on the basis of their qualifications and abilities. The GSSUBC-V will not work with suppliers who discriminate on the basis of race, gender, political or religious beliefs, social, ethnic or national origin, marital status, age, union affiliation, sexual orientation, or disability.
* ensure pregnant workers are assigned work tasks appropriate for, and not threatening to, their condition.

**Health and Safety**

GSSUBC-V suppliers and their sub-contractors will:

* provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.
* provide with health and safety training appropriate for their industry.
* ensure that any living facilities provided for personnel are safe and clean and meet the basic needs of personnel.

**Environmental Commitment**

GSSUBC-V suppliers and their sub-contractors will:

* ensure all waste materials, as a by-product of production, are disposed of properly in an environmentally responsible manner, and according to the local and international laws and regulations.
* seek out leading industry practices aimed at conserving natural resources and reducing carbon emissions.
* commit to packaging standards that reduce the amount of materials used/ or, have a recycled content with a minimum of 30% post consumer waste content.
* ensure compliance with third party, bona fide, local and international standards for materials and ethical conduct.

**Compliance and Implementation**

The GSSUBC-V expects all its suppliers to respect its SCC and to actively do their utmost to achieve the GSSUBC-V‟s standards. The GSSUBC-V believes in cooperation and the GSSUBC-V is willing to work with its suppliers to improve performance where necessary.

The GSSUBC-V may require that suppliers provide details on factory and production facility locations of suppliers and subcontractors and may make this information publicly available (i.e. annual reports, web site postings, etc).

The GSSUBC-V reserves the right to ask for proof of compliance with all applicable labour, health, safety, and environmental laws, and may inspect working conditions, at any time (or request independent verification of compliance). Suppliers must maintain current and sufficiently detailed records to substantiate their compliance with the SCC and the GSSUBC-V may ask that they are independently verified at the supplier's expense.

**ATTACHMENT D**

**MANDATORY PROPOSAL REQUIREMENTS**

The GSSUBC-V has several requirements that are deemed as “Mandatory” when submitting a response to this RFP. These Mandatory requirements are identified in the table below. Failure to comply with these mandatory requirements will result in disqualification of your response.

**NOTE:**

The following checklist is provided for reference only and may not list all required submission elements. Respondents are reminded that it is their sole responsibility to ensure that all required elements of this Request-for-Proposals document have been met.

|  |  |  |
| --- | --- | --- |
| a) Has **Attachment A – Confirmation of Offer** been signed and returned with your submission? | Yes | No |
| b) In your response, have you included the required Mandatory Sections as per **EXHIBIT 1: STANDARD STRUCTURE FOR RESPONSES**? ***Failure to do so will make your response non-compliant and ineligible for evaluation.*** | Yes | No |
| c) Has **Schedule A – Requirements** been completed and attached to your submission? | Yes | No |
| d) Has **Schedule B – Financial Proposal** been completed and attached to your submission? | Yes | No |
| e) Has **Schedule C – Sustainability** been completed and attached to your submission? | Yes | No |
| f) Has **Schedule D – Graduate Student** been completed and attached to your submission? | Yes | No |
| g) Have you read and understand **Section 2.6 - Communications and**  **Questions**? | Yes | No |

1. http://www.publicaffairs.ubc.ca/services-for-media/ubc-facts-figures/ [↑](#footnote-ref-1)
2. 2009 Revenue for the Pub [↑](#footnote-ref-2)