



Request for Expressions of Interest

RFEI 2023-01

Rental of “Hangar” Space at the Tahsis Marine Centre

Issue Date:

January 19, 2023

Closing Location:

Village of Tahsis
Attention: Mark Tatchell
977 South Maquinna Drive
PO Box 219
Tahsis, BC V0P 1X0

Closing Date and Time:

Response to be sent by email to reception@villageoftahsis.com referencing the RFEI number and name. Submission closing date and time is 2:00pm PST

February 09, 2023

Contact Person:

Mark Tatchell
Office (250) 934-6344
mtatchell@villageoftahsis.com

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1. Request for Expressions of Interest

1.1 Introduction

The Village of Tahsis (“the Village”) is seeking Submissions from parties interested in entering into a multi-year licence of occupation for the use of the Hangar space at the Tahsis Marine Centre (“Hangar space”).

1.2 Background

The Tahsis Marine Centre is a two story commercial building located on the Tahsis waterfront adjacent to the boat launch and the site of the new Community Pier and Dock. The Hangar space was originally used by Nootka Air for its float planes. More recently it has been used by marine and vehicle mechanics and marine fabricators. The Hangar space has one garage bay door and two other standard doors.

The civic address is 1250 Wharf Street, Tahsis, BC,

1.3 Non-mandatory site visit

Interested parties are invited to attend a non-mandatory site visit:

Date: January 24, 2023
Time: 1:00 PM local time
Location: Tahsis Marine Centre, 1250 Wharf Street, Tahsis, BC

1.4 Term of Licence of Occupation

The initial term of the Licence of Occupation is three (3) years with the option to extend by two (2) years.

1.5 Licence of Occupation

The form of the Licence to be used for the space is attached as Appendix A, subject to any negotiations between the preferred Respondent and the Village.

1.6 Subletting

The successful Respondent will not, without written consent from the Village, assign, and sublet or transfer any subsequent Contract or part thereof.

1.7 Hangar space features

The Hangar space is approximate 2300 sq. feet in area. The space will be an empty shell when it is given to the successful Respondent. It is serviced with water, electricity, heating and ventilation. There is no washroom but one will be constructed at the Village's cost.

1.8 Operational Objectives

- Successful Respondent will be responsible for all equipment and materials to operate and maintain its business
- Possess the certifications and/or trade qualifications to operate the business.
- Provide proof of education and/or certification of its personnel upon request
- Meet and maintain the high standards necessary to manage a successful operation, while providing value added opportunities to the community
- Recognize and embrace the recreational and social values of the community

2. Instructions to Respondents

2.1 Closing Date and Time

Submissions will be received on or before 2:00 PM local time

Thursday February 9, 2023

2.2 Interviews

The Village may, at its discretion, invite one or all of the Respondents to an interview to provide clarifications of their submissions. In such an event, the Village is entitled to consider the answers received in evaluating Submissions.

2.3 Records and Solicitations

Records and information from former tenants are not available and Respondents are not to solicit information from former tenants. The Village may reject submissions from any Respondents that make such contact.

2.4 Qualified Personnel

All services performed by the Respondent shall be by credentialed and/or qualified personnel in accordance with municipal, provincial and federal statutes, regulations, standards, and codes.

2.5 Acceptance

The Village reserves the right to accept or reject any or all Submissions in response to this RFEI and may cancel the RFEI at any time. The Village reserves the right to accept Submissions received after the closing date and time.

2.6 No Contract

This RFEI does not create a contractual relationship between the Village and any Respondent. By issuing this RFEI, the Village reserves the right to invite, consider, analyze and select the Respondent the Village considers desirable.

2.7 Respondent Expenses

The Village is not responsible for any costs incurred by Respondents in preparing submissions in response to this RFEI.

2.8 Not a Tender Call

This RFEI is not a tender call and the submission of any response to this RFEI does not create a tender process. This RFEI is not an invitation for any offer to contract, and it is not an offer to contract made by the Village.

2.9 Definition of Contract

Notice in writing to a Respondent of the acceptance of its Submission by the Village and the subsequent full execution of a written agreement will constitute a contract for the services, and no Respondent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

2.10 Liability for Errors

While the Village has used considerable efforts to ensure an accurate representation of information in this RFEI, the information contained in this RFEI is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in this RFEI is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFEI.

2.11 Modifications of Terms

The Village reserves the right to modify the terms of the RFEI at any time at its sole discretion.

2.12 Ownership of Proposals and Freedom of Information

All documents, including Submissions, submitted to the Village become the property of the Village. Each Submission should clearly identify any information that is considered to be confidential or proprietary information.

However, the Village is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third-party business, financial and proprietary information, the Village cannot guarantee that any such information provided to the Village will remain confidential if an application for records is made under the *Freedom of Information and Protection of Privacy Act*.

2.13 Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of subcontractors. If this RFEI requires Respondents to provide the Village with personal information of employees who have been included as resources in response to this RFEI, Respondents will ensure that they have obtained written consent from each of those employees before sending this personal information to the Village. The Village may, at any time, request the original consents or copies from Respondents and upon such request being made Respondents will immediately supply such originals or copies to the Village.

2.14 Confidentiality of Information

Information pertaining to the Village obtained by the Respondents as a result of participation in this RFEI is confidential and must not be disclosed without written authorization from the Village.

2.15 Conflict of Interest

Proposals will not be evaluated if the Respondent's current or past corporate or other interests are, in the reasonable opinion of the Village, deemed or perceived to be a conflict of interest in connection with this RFEI or the activities or mandate of the Village.

The Village reserves the right to disqualify or reject a proposal in whole or in part where the Respondent or its directors, officers, shareholders or any person associated with the Respondent has a claim or has initiated a claim or legal proceeding against the Village with respect to any previous contracts, tenders or business transactions and where this is seen in the reasonable opinion of the Village as creating a conflict of interest between the Respondent and the Village.

2.16 Communication during Procurement Process

Respondents and their agents will not contact any member of the Village Council or staff with respect to this RFEI, other than the representative named in this RFEI, at any time prior to the award of a contract or the termination of this RFEI.

In the event of any lobbying or contact in contravention of this section, the Village in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Respondent without further consideration.

2.17 Police Information and/or Criminal Record Check

Depending on the nature of the work requirements, police information and/or criminal record checks may be required of the Proponent's employees or sub-contractors performing services under the Licence of Occupation. Any costs associated with completing these checks will be borne by the successful Respondent.

3. Evaluation Criteria

3.1 Evaluation Criteria

- a) Business Information including but not limited to: (35 points)
 - Capabilities, reputation and resources
 - Background, mission, company and management structure
 - Operating details for the space (services, vision, staffing, space details)
 - Community benefits of the business
 - Current operation at other locations (if applicable)

- b) Alignment of operational vision with the priorities of the Village (35 points)
 - Type of service offered
 - Support from local community organizations
 - Ability to work with or partner with community organizations
 - Proposed hours of operation and months of the year.
 - Staffing model

- c) Demonstrated financial stability (30 points)
 - Description of financial status, confirming capability to carry out proposed commitment
 - Ability to provide, if requested, financial statements showing forecasted revenues, expenses and assets

APPENDIX "A"

LICENSE OF OCCUPATION

THIS AGREEMENT is made on (DATE) is

BETWEEN:

VILLAGE OF TAHSIS, a municipal corporation incorporated under the *Local Government Act* (British Columbia) and having an address of 977 South Maquinna Drive, Box 219, Tahsis, B.C., V0P 1X0 and email address of reception@villageoftahsis.com

("Village")

AND:

("Licensee")

GIVEN THAT:

The Village leases the land and improvements at the Village of Tahsis waterfront shown on Schedule "A" and wishes to grant a license to the Licensee permitting the Licensee to operate a (type of business) at the building located on the Land as approximately shown on Schedule "A" ("Building") on the terms and conditions of this agreement; and

The Licensee wishes to accept a license from the Village on the terms and conditions set out in this agreement;

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement and the payment of \$1.00 by the Licensee to the Village (the receipt and sufficiency of which the Village acknowledges), the parties covenant and agree as follows:

1. License - The Village grants a non-exclusive contractual license to the Licensee to operate a (type of business) at the Building for the Term, on the terms and conditions of this agreement.

2. Term - The term ("Term") of this agreement commences on (DATE) and will expire on (DATE) and subject to earlier termination pursuant to the terms of this Agreement.

3. Renewal

The Village may, by giving notice to the Licensee at least 28 days before the expiry of the Term, renew this agreement for a further 2 year period commencing upon expiry of the Term, on the same general terms and conditions of the agreement exclusive of rental rates.

4. Rental Fees

On or before (DATE) the Licensee will pay the Village rent at \$XXX per month plus GST. The Licensee will provide the Village twelve (12) post-dated cheques in the amount of \$XXX (which includes GST), or equivalent, to be dated for the first day of each month of the year of 2023. Rental fees will increase by 2%/ year on the anniversary of the commencement date. On (DATE) the Licensee will provide the Village with twelve (12) post-dated cheques of \$XXX (inclusive of GST) or equivalent. On (DATE), the Licensee will provide the Village with twelve (12) post-dated cheques of \$XXX (GST inclusive) or equivalent.

5. Utilities

The Licensee will pay all utility charges as billed by the Village in accordance with the Village bylaws.

6. Damage Deposit

Upon initial execution of this licence of occupation the Licensee will remit to the Village a damage deposit equal to one-half the monthly rental fee due when the licence agreement was signed. This damage deposit will be remitted to the Licensee upon termination of the agreement and final inspection of the premises pursuant to the terms stated in paragraph 19 of this agreement.

7. Purpose

The Licensee must only use the Building for the purposes as described in section 1.

8. Licensee's Covenants

The Licensee covenants and agrees with the Village:

- to promptly pay the Rental Fees when due;
- to provide all equipment, furnishings and supplies that may be required to use the Building for the purposes of this agreement;
- not to do, suffer or permit anything that may be or become a nuisance or annoyance in or from the Building to the owners, occupiers or users of the Land or adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind;

- not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Building or to any fixtures or appurtenances therein or thereto;
- to pay all costs and expenses of any kind whatsoever associated with and payable in respect of this agreement and the Licensee's activities on the Land, including without limitation, interior repair and maintenance costs, telephone, electrical, water, sewage disposal, garbage collection, and other utility charges and payments for work and materials;
- to repair and maintain the interior of the Building in a safe, clean and sanitary condition and upon written notice from the Village to make such repairs as are required by the Village in the notice;
- to take all reasonable precautions to ensure the safety of all persons using the Building;
- to take all precautions to prevent fire at the Building;
- to keep the areas immediately adjacent to the Building free of any rubbish and debris originating from the Building;
- to not block or interfere with the normal operation or use of the boat launch or staging area adjacent to it including parking vehicles and/or boats in the boat launching area;
- to not park vehicles, equipment, materials, boats and/or boat trailers on the Village's public parking area without permission from the Village;
- to carry on and conduct its activities in and from the Building in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits therein and not to do or omit to do anything in or from the Building in contravention thereof;
- to comply at all times with the *Builders Lien Act* (British Columbia in respect of any improvements, work or construction undertaken in the Building and/or on the Land); and
- to provide 30 days written notice of termination of this agreement and serve such notice to the Village

9. Acknowledgment and Agreements of the Licensee - The Licensee acknowledges and agrees that the Village has given no representations or warranties with respect to the Building or the Land including, without limitation, with respect to the suitability of the Building or the Land for the Licensee's intended use for the Building.

10. Insurance Requirements - The Licensee must, at its sole expense, obtain and maintain during the Term:

- comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the operations and use of the Building in an amount of not less than \$2,000,000.00 per occurrence; and
- any other form or forms of insurance that the Village may reasonably require from time to time in amounts and for perils against which a prudent Licensee acting reasonably would protect itself in similar circumstances.

11. Insurance Policies - All policies of insurance required to be taken out by the Licensee must be with companies satisfactory to the Village and must:

- name the Village as an additional insured;
- include that the Village is protected notwithstanding any act, neglect or misrepresentation by the Licensee which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- be primary and non-contributing with respect to any policies carried by the Village and that any coverage carried by the Village is in excess coverage;
- not be cancelled without the insurer providing the Village with 30 clear days written notice stating when such cancellation is to be effective;
- be maintained for a period of 12 months per occurrence;
- not include a deductible greater than \$5,000.00 per occurrence;
- include a cross liability clause; and
- be on other terms acceptable to the Village, acting reasonably.

12. Insurance Certificates - The Licensee must obtain all required insurance at its sole expense and must provide the Village with certificates of insurance confirming the placement and maintenance of the insurance.

13. Village May Insure - If the Licensee fails to insure as required, the Village may, after 30 days' notice to the Licensee, effect the insurance in the name and at the expense of the Licensee and the Licensee must promptly repay the Village all costs reasonably incurred by the Village in doing so.

14. Indemnity - The Licensee must indemnify and save harmless the Village and its officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly or indirectly arising from the occupation, activities or actions of the Licensee (or its officers, employees, contractors, agents, licensees, servants, invitees or anyone for whom the Licensee is in law responsible) in or from the Building or anything done or not done or maintained by the Licensee (or its officers, employees, contractors, agents, licensees, servants, invitees or anyone for whom the Licensee is in law responsible).

15. Survival of Indemnities - The obligations of the Licensee under section 14 survive the expiry or earlier termination of this agreement.

16. Permission to Enter – The Village may use the Building for its purposes, provided that such use does not substantially interfere with the Licensee’s use of the Building. Without limiting the foregoing, the Village and their respective authorized representatives may enter the Building at all reasonable times for the purposes of inspection of the Building with twenty-four (24) hours’ notice to the Licensee. The Licensee must provide to the Village 2 sets of keys for all doors.

17. Ownership of Improvements at Termination - At the expiration of the Term or earlier termination of this agreement, any improvements, extensions, installations, alterations, renovations or additions to the Building whether done by or on behalf of the Licensee or not, are forfeited to and become the permanent property of the Village.

18. State of Improvements at Termination - At the end of the Term, the Licensee must leave the Building in good repair, excepting reasonable wear and tear. If the Licensee fails to leave the Building in a condition required by this agreement, the Village may do so on behalf of the Licensee and the Licensee must, on demand, compensate the Village for all reasonable costs incurred by the Village.

19. No Assignment or Sub-Lease - The Licensee must not assign the Licensee's interest in this agreement or sub-lease the license granted to the Licensee under this agreement without the prior written consent of the Village. The Village may withhold such consent for any reason whatsoever.

20. Termination Due to Default - If and whenever the Term or any of the goods or chattels in the Building are at any time seized or taken in execution or attachment by any creditor of the Licensee or under bill of sale or chattel mortgage;

- a writ of execution issues against the goods and chattels of the Licensee;
- the Licensee makes any assignment for the benefit of creditors or becomes insolvent or bankrupt;
- proceedings are begun to wind up the Licensee;
- the Licensee is in default in the payment of the License Fee or any other amount payable under this agreement and the default continues for 30 days after written notice by the Village to the Licensee;

- the Building, or any part of it, is destroyed or damaged by any cause so that in the opinion of the Village the Building is no longer reasonably fit for use by the Licensee for the purposes set out in this agreement for any period of time in excess of 60 days;
- the Licensee does not fully observe, perform and keep each and every term, covenant, agreement, stipulation, obligation, condition and provision of this agreement to be observed, performed and kept by the Licensee, and persists in such default for 30 days after written notice by the Village; or
- the Licensee vacates or abandons the Building or uses or permits or suffers the use of the Building for any purpose other than the purposes permitted by this agreement, and such default persists for 5 days after written notice by the Village, then the Village may, at its option, terminate this agreement and the Term then becomes immediately forfeited and void and the Licensee must immediately cease all use of the Building and must immediately vacate the Building.

21. Termination Without Cause – The Village may terminate this agreement at any time by giving 30 days prior notice to the Licensee.

22. Holding Over - If the Licensee continues to occupy the Premises 30 days after the expiration of the License, then, without any further written agreement, the Licensee shall be a monthly licensee paying the existing monthly license fee plus an additional ten (10) percent of License amount; and subject always to the other provisions in this License insofar as the same are applicable to a month-to-month tenancy and nothing shall preclude the Village from taking action for recovery of possession of the Premises.

23. Remedies Cumulative - No reference to or exercise of any specific right or remedy by the Village prejudices or precludes the Village from any other remedy, whether allowed at law or in equity or expressly provided for in this agreement. No such remedy is exclusive or dependent upon any other such remedy, but the Village may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Village is entitled to commence and maintain an action against the Licensee to collect any License Fee not paid when due, without exercising the option to terminate this agreement.

24. No Joint Venture - Nothing contained in this agreement creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Licensee any power or authority to bind the Village in any way.

25. Interpretation - In this agreement:

- reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this agreement;
- an "enactment" is a reference to an enactment as that term is defined in the *Interpretation Act* (British Columbia) of the day this agreement is made;
- any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
- section headings are inserted for ease of reference and are not to be used in interpreting this agreement;
- a party is a reference to a party to this agreement;
- time is of the essence;
- where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including"; and
- a reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents contractors, elected and appointed officials, officers, directors, licensees and invitees of such party where the context so requires and allows.

26. Notices - Where any notice, request, direction or other communication (any of which is a "Notice") must be given or made by a party under the agreement, it must be in writing and is effective if delivered in person, sent by email addressed to the party for whom it is intended at the address set forth above in the agreement or sent by email or to the Licensee at reception@villageoftahsis.com , as the case may be, provided that any Notice to the Village must be to the attention of the Chief Administrative Officer. Any Notice is deemed to have been given if delivered in person, when delivered; if by email, when the recipient acknowledges receipt; and, if by fax, when transmitted. The address or fax number of a party may be changed by notice in the manner set out in this provision.

27. No Effect on Laws or Powers - Nothing contained or implied herein prejudices or affects the Village's rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia) and *Community Charter* or its rights and powers under any enactment to the extent the same are applicable to the Building, all of which may be fully and effectively exercised in relation to the Building as if this Agreement had not been fully executed and delivered.

- 28. Village Discretion** - Wherever in this agreement the approval or consent of the Village is required, some act or thing is to be done to the Village's satisfaction, the Village is entitled to form an opinion, or the Village is given the sole discretion:
- the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the Village or its authorized representative;
 - the approval, consent, opinion or satisfaction is in the discretion of the Village, acting reasonably;
 - the sole discretion of the Village is deemed to be the sole, absolute and unfettered discretion of the Village.
- 29. Severance** - If any portion of this agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the agreement.
- 30. No Public Law Duty** - Whenever in this agreement the Village is required or entitled at its discretion to consider granting any consent or approval, or is entitled to exercise any option to determine any matter, or to take any action or remedy including, without limiting the generality of the foregoing, the termination of this agreement and the re-entering of the Building, the Village may do so in accordance with the contractual provisions of this agreement.
- 31. Binding on Successors** - This agreement inures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
- 32. Law of British Columbia** - This agreement must be construed according to the laws of the Province of British Columbia.
- 33. Whole Agreement** - The provisions in this agreement constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the agreement.
- 34. Waiver or Non-Action** - Waiver by the Village of any breach of any term, covenant or condition of this agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the Village to take any action in respect of any breach of any term, covenant or condition of this agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.
- 35. Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party wherever the context so requires or allows.
- 36. Time of the Essence** - Time is of the essence of this agreement.

As evidence of their agreement to be bound by the above terms, the Village and the Licensee each have executed this agreement on the respective dates written below:

VILLAGE OF TAHISIS

by its authorized signatories:

Mark Tatchell, Chief Administrative Officer

Date: _____

LICENSEE'S LEGAL NAME

Date: _____

APPENDIX "B"

PHOTOGRAPHS OF THE SPACE



South west corner



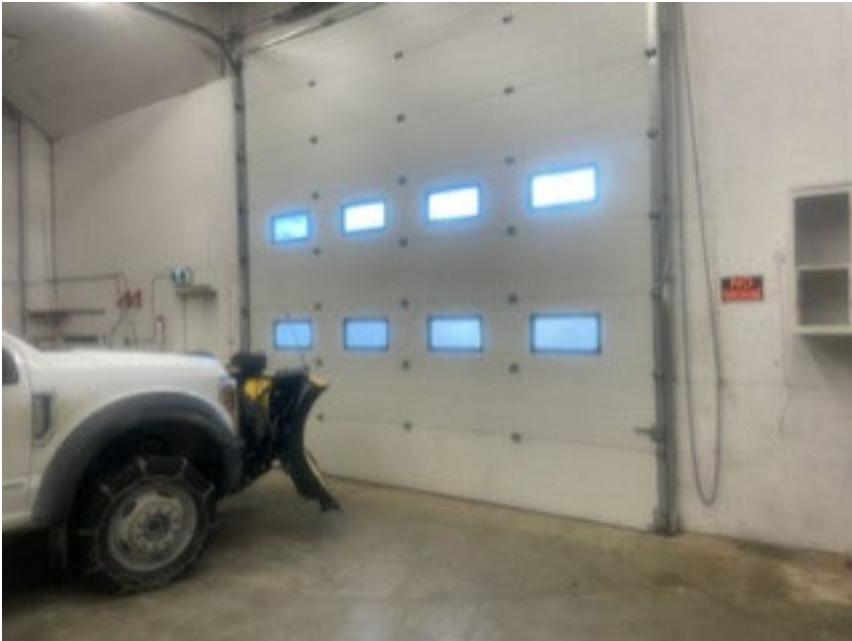
South east corner



North west entrance



North wall



South bay door

“APPENDIX C”

Submission Form *(this form must be completed, signed and included with each Submission)*

Request for Expressions of Interest – Tahsis Marine Centre “Hangar” Space Rental

Village of Tahsis

Closing Date and Time – 2:00pm local time, February 9, 2023

The Respondent named below confirms that its Submission is in response to the request for expressions of interest for the Tahsis Marine Centre “Hangar” Space Rental

Name of Respondent _____

Address _____

Contact Name _____

Telephone _____ Email _____

The Respondent ensures that all requirements of the RFEI have been addressed in their attached submission and that all materials and products proposed comply with the specifications therein.

Authorized Signature

Name and Title

Date