# Coouitlam

City of Coquitlam

Request for Proposal RFP No. 21-043

Lease Opportunity: Café Space at Burke Mountain Village Discovery Centre

Issue Date: March 22, 2021

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#### DEFINITIONS

In this RFP the following definitions shall apply:

**"Café Space"** means the premises comprising approximately 1,744 ft<sup>2</sup> within the Burke Mountain Village Discovery Centre as described in Section 1.2 and that is intended to be leased for the operation of a café related business through this RFP;

"City" means the City of Coquitlam and its employees and agents.

"City Website" means <a href="http://www.coquitlam.ca/Bid-Opportunities">http://www.coquitlam.ca/Bid-Opportunities</a>;

"Closing Date and Time" has the meaning set out in Section 2.1.;

"Evaluation Team" means the team appointed by the City;

**"Form of Lease"** means the Landlord's form of lease to be used to finalize the Lease for the Café Space and which is attached as **APPENDIX A – FORM OF LEASE**;

"Landlord" means the City in its capacity as the landlord of the Lease for the Café Space;

**"Lease"** means a formal written lease between the City and a Preferred Proponent for the Café Space which will be based upon the Form of Lease;

"**Preferred Proponent(s)**" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Lease;

"Proponent" means an entity that submits a Proposal in response to this RFP.

"Proposal" means the information submitted by a Proponent in response to this RFP;

"**RFP**" means this Request for Proposals;

**"Services"** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP;

"Statement of Departures" means Schedule B-2 to the form of Proposal attached as Schedule B;

**"Tenant"** means the person, firm or corporation that the Landlord enters into a Lease with for the Café Space as a result of this RFP.

#### CAPITALIZED TERMS

Capitalized terms not otherwise defined in this RFP shall have the meaning ascribed within the Form of Lease.

#### 1. INTRODUCTION

#### 1.1 <u>Purpose of the RFP</u>

The purpose of this RFP is to invite Proposals from qualified and experienced Proponents interested in leasing the Café Space from the City and that have the necessary resources, experience, skills and ability to effectively and continuously operate a café related business from and within the Café Space so that the City can select Preferred Proponent(s) to enter into Lease negotiations with.

#### 1.2 Burke Mountain Village Discovery Centre & the Café Space

The City is developing the Burke Mountain Village Discovery Centre located at 3537 Princeton Avenue. The Development will be comprised of the Café Space as well as a multi-purpose office and presentation facility featuring an informational showroom to highlight future developments in the Burke Mountain area, including the Burke Mountain Village. The Development is intended to be the gathering place for current and future residents, business owners and developers.

The Development will be comprised of a single-storey and L-shaped building having a total area of approximately  $346 \text{ m}^2$  (+/-  $3,724 \text{ ft}^2$ ) inclusive of:

- the Café Space of +/- 162 m<sup>2</sup> (+/- 1,744 ft<sup>2</sup>);
- multi-purpose office/presentation space of +/- 145 m<sup>2</sup> (+/- 1,560 ft<sup>2</sup>); and
- common area (including shared washrooms) of +/- 39 m<sup>2</sup> (+/- 420 ft<sup>2</sup>).

The Café Space will be provided in a "warm shell" with significant improvements completed to ensure efficient turnaround for fixturing and occupancy. Details on these improvements can be found in in **APPENDIX F – CAFÉ SPACE SPECIFICATIONS** and conceptual equipment, fixturing and furniture plans in **APPENDIX C – ARCHITECTURAL DRAWINGS.** 

The multi-purpose office/presentation space is intended to be operated by the City for providing the public with the opportunity to learn more about City-owned development lands on Burke Mountain, including the Burke Mountain Village. The connecting areas between the two units will be separated by a set of doors, which will need to remain open during the Tenant's operating hours. The walls located adjacent to the set of doors will be reserved for the City's marketing as more particularly described in the Form of Lease.

## 1.3 Location & Area Context

The Development is located in a high traffic area, on the corner of Princeton Avenue and David Avenue, and adjacent to several large townhouse development projects and Coquitlam's Burke Mountain Fire Hall. The Development is within close proximity to a large population, and this cliental is growing as more developments are completed.

Burke Mountain currently has an estimated population of 15,000 residents, of which are almost entirely located north, west, or south of the Development, with the population reaching 50,000 at full buildout. The Development is also within a short walking distance to four large townhouse developments that hold approximately 500 units or 1,450 residents and a new neighbourhood park, Riley Park. As well, the Café Space provides the Tenant with

the opportunity to serve the construction workers that are on the mountain throughout the morning and afternoon.

## 1.4 <u>Timing</u>

The Burke Mountain Village Discovery Centre including the Café Space is currently expected to be completed by August 2021, with final occupancy potentially pushed 4-6 weeks afterwards due to final permit approvals and deficiencies. The timing of final occupancy is subject-to-change.

# 1.5 Shared Outdoor Patio

The building will be connected to a shared outdoor patio courtyard of approximately 157 m<sup>2</sup> (+/- 1,690 ft<sup>2</sup>) which will include no less than 5 patio tables and 20 patio chairs. As outlined in the Form of Lease, the Tenant will have the non-exclusive license to use this shared patio together with the tables and chairs provided that the Tenant also agrees to have maintenance responsibilities and agrees to secure the tables and chairs outside of its business hours by bringing them inside the Café Space. For clarification, the City reserves the right to also use the patio space for occasional programming and events.

# 1.6 Parking, Loading & Garbage/Recycling

Driveway access to a shared surface parking lot provides 13 parking spaces (12 standard-sized spaces and one accessible space), and a separate loading area with a Type A loading space. A screened garbage and recycling area is located at the north edge of the parking lot.

## 1.7 Diagrams

a) Location: David Ave and Princeton Ave.





b) North-Facing View: Café Space Frontage

c) East-Facing View: Discovery Centre & Café Space



## 1.8 <u>Commission</u>

If a Preferred Proponent's Proposal is submitted, on behalf of a successful Preferred Proponent, by an agent who is the holder of a valid and subsisting agent's license (hereinafter called the "**Agent**") pursuant to the *Real Estate Services Act* of British Columbia, the City's Manager Real Estate is so advised by separate written notice on the Agent's letterhead (the "**Agent Notice**") which is attached to the submitted Proposal, and that Preferred Proponent and the City each sign the Lease on an unconditional basis:

a) on the Commencement Date of the Lease, the City, will pay to the Agent a sum of

money representing the commission in the amount equal to 2 months of the Annual Basic Rent payable under the Lease during the third Lease Year; and

b) in determining which Proposal contains the highest financial value to the City, the City shall deduct the amount of any Agent commission payable by the City as set out in Section 1.8a).

## 1.9 General Lease Terms

- a) <u>Form of Lease</u>: The Form of Lease to be used for the Lease of the Café Space is attached as **APPENDIX A – FORM OF LEASE** and as may be modified through the negotiation process with the Preferred Proponent(s) based on the Proposal submitted.
- b) <u>Non-Exclusive License to Use Patio and Patio Furniture</u>: As outlined in the Form of Lease, the Tenant will have the non-exclusive license to use the shared patio together with the supplied tables and chairs provided that the Tenant also agrees to have maintenance responsibilities and agrees to secure the tables and chairs outside of its business hours by bringing them inside the Café Space.
- c) <u>Landlord's Work/Tenant's Work</u>: The Café Space is intended to be provided by the Landlord in a warm shell condition with significant improvements completed to ensure efficient turnaround for fixturing and occupancy. Details on these improvements can be found in in **APPENDIX F CAFÉ SPACE SPECIFICATIONS** and conceptual equipment, fixturing and furniture plans in **APPENDIX C ARCHITECTURAL DRAWINGS**. The Tenant will otherwise be responsible for constructing improvements and fixturing the Café Space in accordance with the Form of Lease.
- d) <u>Fixturing Period</u>: For the purposes of completing the Tenant's Work, the Tenant will be granted a Fixturing Period that is intended to be for a period of up to 90 days. At this time, it is currently anticipated that the Fixturing Period will commence around June 28, 2021. However, the Landlord shall provide the Tenant with a least 20 days prior written notice of the actual commencement of the Fixturing Period which may differ from the anticipated date indicated above. For further information, please refer to the Form of Lease.
- e) <u>Commencement Date</u>: The Lease's Term is intended to commence on the day following the expiry of the Fixturing Period
- f) <u>Initial Term</u>: Within their Proposal (see Schedule A-5), Proponents are to propose the length of the initial Term which should not be for less than 5 years or more than 10 years.
- g) <u>Extended Term (Optional)</u>: Within their Proposal (see Schedule A-5), Proponents may indicate an Extended Term length (in years) they propose that the Landlord include within the Option to Extend Term provision of the Form of Lease.

- h) <u>Annual Basic Rent</u>: Within their Proposal (see Schedule A-5), Proponents are to propose the Annual Basic Rent per square foot they are prepared to pay for each Lease Year during the Term.
- i) <u>Percentage Rent (Optional)</u>: Within their Proposal (see Schedule A-5), Proponents may select and complete one of two Percentage Rent formula options.
- j) <u>Utilities, Garbage & Taxes</u>: In addition to Annual Basic Rent and any Percentage Rent, the Tenant to pay all charges for utilities used or consumed in the Café Space, all costs for garbage services provided to the Development and any Taxes attributable to the Café Space all in accordance with the Form of Lease.
- k) <u>Permitted Use</u>: The Form of Lease includes the intended Permitted Use which reads as follows:

"A café serving a variety of food items and hot and cold beverages including coffee and espresso based beverages it being understood and agreed that the Tenant shall only be permitted to sell alcoholic beverages to the extent it obtains and maintains a food primary liquor license from the Province of British Columbia."

Proponents are to fully describe the specific business concept they are proposing to operate from the Café Space within their Proposal and any modifications to the Permitted Use that they are proposing.

 Minimum Hours of Operation: The Tenant is expected to operate its business 7 days per week (excluding statutory holidays) for at least 8 consecutive hours each day provided that the Tenant may not operate its business before 6:30 am or after 10:00 pm on any given day.

Proponents are to propose their intended hours of operation within their Proposal.

m) <u>Tenant Improvement Allowance (Optional)</u>: Given that the Café Space is intended to be provided by the Landlord in a warm shell condition with significant improvements completed to ensure efficient turnaround for fixturing and occupancy (see Schedule B of the Form of Lease), the City prefers not to provide a Tenant Improvement Allowance. Despite this, the Form of Lease includes an optional Tenant Improvement Allowance provision and Proponents are to stipulate within their Proposal whether or not they are requesting a Tenant Improvement Allowance and, if so, the amount of the Tenant Improvement Allowance they are requesting.

#### 2. INSTRUCTION TO PROPONENTS

#### 2.1 Closing Date and Time

Proposals must be received on or before the following date and time ("Closing Date and Time"):

Time: 2:00 pm local time Date: Thursday, May 06, 2021

#### 2.2 Instructions for Proposal Submission

Submissions are to be consolidated in to one PDF file and uploaded electronically through Qfile, the City's file transfer service accessed at website: <a href="mailto:qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a>

1. In the "Subject" field enter: RF Number and Name

2. Add files in .pdf format and Send

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.)

Phone 604-927-3037 should assistance be required.

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

Proposals will not be opened in public.

## 2.3 Acceptance of Rules

By submission of a Proposal in response to this RFP, the Proponent agrees and accepts the rules by which the RFP process will be conducted as outlined in this RFP.

#### 2.4 Inquiries and Addenda

Questions are to be submitted in writing quoting the RFP number and name up to 5 business days before the Closing Date sent to email: <u>bid@coquitlam.ca</u>

Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: <u>www.coquitlam.ca/Bid-Opportunities</u>

#### 2.5 Examination of Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules and Appendices, including the Form of Lease, and the Development site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

#### 2.6 Late Submissions

The City reserves the right to accept submissions after the Closing Date and Time.

## 2.7 Acceptance of Proposals

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP or accept the Proposal deemed most favourable in the interest of the City that provides best value. The City reserves the right to cancel this RFP at any time without recourse by the Proponent. The City reserves the right to not enter into Lease negotiations with any Proponent or to not execute a Lease, including after entering into negotiations for a Lease with a Preferred Proponent, for any reason. No alterations, amendments or additional information will be accepted after the Closing Date and Time unless invited by the City.

# 2.8 Notification to Preferred Proponent

Notification that the City wishes to enter into negotiations for a Lease based on a Preferred Proponent's Proposal will be made in writing by email to the Preferred Proponent. A draft of the Lease based on the Form of Lease with necessary changes due to the Preferred Proponent's Proposal will be provided to the Preferred Proponent.

## 2.9 <u>No Claim</u>

No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of submitting a Proposal in response to this RFP, including accepting a non-compliant bid, and by submitting their company's information, each Proponent agrees that it has no claim.

## 2.10 **Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Lease, or other activity related to or arising out of this RFP.

## 2.11 **Request for Debrief**

Upon request, unsuccessful companies may request a debrief with City staff regarding their Proposal sent to email: <u>bid@coquitlam.ca</u>. The City will not provide information regarding other company's Proposals.

## 2.12 Liability for Errors

While the City has used considerable effort to ensure an accurate representative of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the information in this RFP.

## 2.13 <u>No Contract</u>

This is a request for Proposals and not a tender process. This RFP is not intended to create a contractual relationship between the City and a Proponent unless and until the City and a Proponent enter into a Lease. By issue of this RFP document, the City intends to reserve itself to absolute and unfettered discretion to invite, consider and analyze Proposals, select Preferred Proponent(s) and negotiate with the Preferred Proponent(s) for a Lease, not to enter into a Lease, including after negotiations for a Lease has commenced with a Preferred Proponent, or cancel this RFP process, as the City considers desirable. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to this RFP or by submission or consideration by the City of any Proposal, prior to the signing of a formal written Lease.

## 2.14 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of a Lease, if one is entered into with the Proponent.

# 2.15 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

## 2.16 Solicitation of Council Members and City Staff

Proponents and their agents will not contact any member of the City Council or City staff with respect to this RFP, other than to <u>bid@coquitlam.ca</u> as permitted in Section 2.4, at any time prior to the execution of an agreement or the termination of this RFP. The City may reject the Proposal of any Proponent that makes any such contact.

## 2.17 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

# 2.18 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia.

#### 3. PROPOSAL SUBMISSION AND EVALUATION

#### 3.1 Form of Proposal

Proponents are to complete the Form of Proposal attached as Schedule A, including Schedules A-1 to A-5. Proponents are to respond to the items listed in Schedules A-1 to A-5 in the order listed. Proponents are to use the forms provided and attach additional pages as necessary.

## 3.2 <u>Signature</u>

The legal name of the person, entity or firm submitting the Proposal is to be inserted in Schedule A. The Proposal should be signed by a person authorized to sign on behalf of the Proponent.

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

#### 3.3 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent(s) to the City.

#### 3.4 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength, experience, skills and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

Category	Scoring	
Statement of Departures	15	
Proponent's response to A-2 of Schedule A.		

Experience, Reputation and Resources	
<ul> <li>Proponent's responses to items in A-3 of Schedule A</li> </ul>	30
including supplementary information.	
Technical	25
• Proponent's responses to items in A-4 of Schedule A.	25
Financial	20
<ul> <li>Proponent's response to A-5 of Schedule A.</li> </ul>	30
TOTAL SCORING	100

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

## 3.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests only to selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

## 3.6 Interviews

The Evaluation Team may, at its discretion, may invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

## 3.7 Negotiation

The City reserves the right, prior to entering into the Lease, to negotiate changes to the scope of the Services, the Form of Lease, or other documentation with the highest ranked Proponent and then consecutively, any one or more Proponents, proposing the "best value" without having any duty to advise any other Proponent or to allow them to vary their Proposal as a result of changes to the scope of the Services, the Form of Lease or other documentation; and the City may enter into a changed or different Lease agreement from the Form of Lease with the Proponent(s) proposing the "best value", without liability to Proponents who are not invited to negotiate a Lease with the City or do not enter into a Lease with the City after negotiation.

#### SCHEDULE A – FORM OF PROPOSAL

Schedule A – Form of Proposal consists of:

Section	Description
Schedule A-1	Proposal Submission Authorization
Schedule A-2	Statement of Departures
Schedule A-3	Proponent's Experience, Reputation & Resources
Schedule A-4	Proponent's Technical Proposal (Service)
Schedule A-5	Proponent's Financial Proposal.

City of Coquitlam RFP No. 21-043 Lease Opportunity: Café Space at Burke Mountain Village Discovery Centre Schedule A – Form of Proposal

#### SCHEDULE A-1 - PROPOSAL SUBMISSION AUTHORIZATION

RFP Project Title: RFP Reference No.:	Lease Opportunity Café Space at Burke Mountain Discovery Centre 21-043
Legal Name of Proponent:	
Contact Person and Title:	
Business Address:	
Telephone:	
Fax:	
E-Mail Address:	

# TO: bid@coquitlam.ca

Dear Purchasing Manager:

- **1.0 I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda, and having full knowledge of the Café Space, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.
- **2.0 I/We confirm** that the following appendices are attached to and form part of this Proposal:

Schedule A-1 – Proposal Submission Authorization; Schedule A-2 – Statement of Departures; Schedule A-3 – Proponent's Experience, Reputation and Resources; Schedule A-4 – Proponent's Technical Proposal (Services); Schedule A-5 – Proponent's Financial Proposal.

**3.0 I/We confirm** that this Proposal is accurate and true to best of my/our knowledge.

This Proposal is submitted this	day of	, 2021.
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#### I/We have the authority to bind the Proponent.

(Name of Proponent)	(Name of Proponent)
(Signature of Authorized Signing Officer)	(Signature of Authorized Signing Officer)
(Print Name and Position of Authorized Signing Officer)	(Print Name and Position of Authorized Signing Officer)
	F

RFP No. 21-043 Lease Opportunity: Café Space at Burke Mountain Village Discovery Centre Schedule A – Form of Proposal

## SCHEDULE A-2 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Form of Lease attached to the RFP as Appendix "A". If requested by the City, I/We would be prepared to enter into negotiations for a Lease based on the Form of Lease provided it is amended by the following departures (list departures, if any, and, if necessary, attach additional pages):

Departure/Alternative	

- 2. The City of Coquitlam requires that the Tenant have the following in place **before** commencing the Services:
  - a) <u>Workers' Compensation Board</u> coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Worker's Compensation Registration Number: ;
  - b) **Insurance** coverage for the amounts required in the Form of Lease as a minimum, naming the City as additional insured;
  - c) <u>City of Coquitlam Business License;</u>
  - d) Fraser Health Food Permit.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any, and, if necessary, attach additional pages):

Section	Departure/Alternative

**3.** I/We offer the following alternates to improve the Services described in the RFP (list, if any, and, if necessary, attach additional pages):

Section	Departure/Alternative	

# SCHEDULE A-3 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

- **1.** Proponents to provide information on the following (use the spaces provided and attach additional pages, if necessary):
  - (i) Number and location of current stores along with background, stability and business structure:

(ii) Proponent's relevant experience, qualifications and demonstrated ability to deliver Services similar to those required by the RFP:

RFP No. 21-043 Lease Opportunity: Café Space at Burke Mountain Village Discovery Centre Schedule A – Form of Proposal

> (iii) Evidence of Proponent's financial strength and capacity to make ongoing lease payments, property tax payments and the payment of other expenses required to effectively and continuously operate a café related business as a going concern. Provide recent evidence of your ability to raise capital. Reference letters from your primary banker and other evidence should be provided that demonstrates your financial ability to sustain a café related business as proposed. Indicate the amount, if any, of a Security Deposit to be proposed for the Lease. The Proponent should also provide full details of any Indemnifier that would be prepared to sign the Indemnity Agreement attached as Schedule "G" to the Form of Lease.

2. Proponents to provide information on the background and experience of **key personnel** proposed to undertake the Services (complete the chart below for all personnel proposed to undertake the Services):

	Name	Business Name	Role and Responsibility	Qualifications	Years Experience
i.					
ii.					
iii.					
iv.					
v.					
vi.					

**3.** Proponent to provide **three (3) references** of recent successful performance where the requirements were similar to the City's requirements as set out in the RFP. The City reserves the right to request site visits and demonstrations of existing Proponent operations. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review.

Description of Business	
Years in Business	
Company/Landlord	
Contact Person	
Telephone and Email	

Description of Business	
Years in Business	
Company/Landlord	
Contact Person	
Telephone and Email	

Description of Business	
Years in Business	
Company/Landlord	
Contact Person	
Telephone and Email	

## SCHEDULE A-4 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

- **1.** Proponents should provide the following (use the spaces provided and attach additional pages, if necessary):
  - (i) An estimate budgeted cost (and breakdown) and description of the tenant improvements, furniture, fixtures and improvements and description of key consultants to be used for designing and fitting out the Café Space.

(ii) A description of approach and methodology for operating at this location including: proposed approach for reaching out to the community as a good corporate citizen; how staff will be presented, identified and will interact with customers; proposed business hours; and how the Café Space will be displayed. City of Coquitlam RFP No. 21-043 Lease Opportunity: Café Space at Burke Mountain Village Discovery Centre Schedule A – Form of Proposal

(iii) A comprehensive sample menu plan showing the food and beverage items proposed for sale including the item description, size, and price. Please also describe whether products are produced from scratch and whether they are produced on or off site. Describe how long products are held before being deemed unsaleable and describe how these products are disposed of at that time. Provide any information with respect to "Fair Trade" or "Organic" products being proposed along with any "healthy choices" items being available for purchase. If applicable, please describe any other products proposed to be sold other than food and beverage items.

# City of Coquitlam

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(iv) A narrative that illustrates Proponent's philosophy and approach to quality assurance and quality control:

#### SCHEDULE A-5 - PROPONENT'S FINANCIAL PROPOSAL

#### **1.** Proposed Length of Initial Term

Indicate the Proponent's proposed length of the initial Term expressed in years (minimum of 5 and maximum of 10 years):



# 2. Proposed Length of Extended Term (if being proposed)

Schedule "F" (Special Provisions) of the Form of Lease includes an Option to Extend Term (if applicable) provision. Please note the City prefers that the length of the Extended Term does not result in the Term being extended more than 10 years from the original Commencement Date. For example, if the Proponent is proposing an initial Term of 7 years, then the City prefers the length of Extended Term to be no more than 3 years. Based on the foregoing, indicate the length in years (if any) of any Extended Term the Proponent proposes that the Landlord include within the Option to Extend Term provision of the Form of Lease.



## 3. Proposed Annual Basic Rent

Indicate the Proponent's proposed Annual Basic Rent (excluding GST) for each year of the proposed initial Term for the Café Space based on a Floor Area of 1,744 square feet:

Lease	Annual Basic Rent		Monthly Installment
Year	Per Square Foot	Annual Amount	of Annual Basic Rent
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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#### 4. Proposed Percentage Rent

Indicate the Proponent's proposed Percentage Rent formula:

For each Lease Year, Percentage Rent shall be equal to either **[select one only and complete]**:

the amount, if any, by which of annual Gross Revenue exceeds Annual Basic Rent

OR,

\_\_\_%

of the amount, if any, by which annual Gross Revenue exceeds \$

## 5. Proposed Tenant Improvement Allowance (if any)

<u>Please note the City prefers not to provide any Tenant Improvement Allowance</u>. Despite this, if the Proponent still intends to propose that the Landlord provide a Tenant Improvement Allowance, please indicate the amount (if any):

Amount of Tenant Improvement Allowance is:

Per Square Foot	Total Amount (based on 1,744 ft <sup>2</sup> )	
\$	\$	

#### 6. Other - Financial

Outline other financial aspects important to the Proposal below: