



CITY OF DUNCAN

**REQUEST FOR EXPRESSIONS OF INTEREST
(RFEOI)**

No. R21-01

COMMUNITY COB OVEN MANAGEMENT

Submissions will be received on or before 3:00 p.m. local time,
Monday, May 31, 2021

CITY OF DUNCAN
Attn: Allison Boyd, Corporate Services Coordinator
Email: duncan@duncan.ca
200 CRAIG STREET
DUNCAN, BRITISH COLUMBIA
V9L 1W3
www.duncan.ca

INTRODUCTION

Invitation:

The City of Duncan (the “City”) invites expressions of interest for the management of the Community Cob Oven located in Centennial Park, 325 First Street, Duncan, BC.

This process will identify community groups interested in the management of this community asset. Depending on the application, the identified objectives and the abilities of the contractor, an operating agreement may be the outcome.

The previous contractor, Cowichan Community Kitchens, was instrumental in the construction of the cob oven and did not charge the City any fees to manage the oven or its use.

The cob oven is a “rocket stove”, a highly adaptable device that readily converts very little wood scraps (kindling) to heat within a half hour, and is available for cooking, heating, and drying. The cob oven covered area has a wood fired oven, grill and burner, a large marble countertop, double sinks, a hand-washing sink, and hot and cold running water. Two sides of the table are wheelchair accessible.

Historically the cob oven management was delivered by the Cowichan Community Kitchens, who work under the umbrella of Hiiye’yu Lelum, House of Friendship. They will no longer be continuing, as they focus on their core operations.



<https://duncan.ca/visitors/parks-recreation/centennial-park/>

Deliverables (responsibilities) of the future operator may include:

- Regular inspections to ensure safety and confirm security features are functional;
- Ensure cleanliness following food safe guidelines;
- Management of cob oven users, including fielding enquiries, training, and scheduling;
- Review requests from users for maintenance and repairs; advise City when needed;
- Ensure users clean up and tidiness of the storage area and the area immediately surrounding the cob oven;
- Ensure users have liability insurance of at least \$2 million dollars and name the City of Duncan as an additional insured party; (applicants may purchase group insurance for as little as \$12.50 through the attached Event Policy – “BBQ Picnic”); or ensure users are covered by the operator’s insurance;
- Promote use of the cob oven through social media, community engagement, advertising, and collaboration with City staff;
- Manage deposits and fees, if applicable (fee structures are subject to City approval);
- Maintenance of wood supplies and cooking supplies, if necessary; and
- Provide periodic reporting on # uses, # users, revenues, deposits, etc.

The successful organization will enter into an operating agreement with the City.

Responsibilities of the City include:

- The cost of cob oven and security enclosure repairs, including securing the work;
- The cost of property insurance for the cob oven; and
- Start up and annual support costs may be considered.

Request for Expressions of Interest (RFEOI) Contact

For the purposes of this procurement process, including questions and inquiries, the RFEOI contact will be: Allison Boyd, Corporate Services Coordinator – Email: duncan@duncan.ca

Submission of Proposals

Submissions should include a completed and signed Submission Form (Appendix A) that acknowledges, among other things, that this RFEOI and any respondent submissions will not create a legal relationship or obligation regarding the procurement of any goods or service.

Proposals must be submitted to: duncan@duncan.ca or to City Hall at 200 Craig Street, Duncan, BC, on or before the submission deadline of Monday, **May 31, 2021 at 3:00 p.m.** Applicants will receive an email confirmation receipt once submitted.

Submission Contents

Interested community groups or agencies are asked to submit the following:

- Provide a brief, 1–2-page, overview of your organization’s interest in the community cob oven;
- Identify proposed personnel and resources available in your organization/team to deliver management services. Clearly indicate relevant experience and qualifications for personnel identified;
- Provide a brief overview of planned activities with objectives and associated outcomes for: education, training, volunteer recruitment, engagement, and communications;
- Discuss your approach to public communications including liaising with the City;
- Provide a schedule with timeframes for initiating service delivery activities in 2021;
- Provide a proposed list of any start up or annual funds that may be required, if any; and
- Provide a signed Appendix A Submission Form.

RFEOI Timetable

Event	Date
Release of RFEOI	May 10, 2021
Submission deadline	Monday, May 31, at 3:00 p.m. local time
Review of submissions	June 4, 2021
Anticipated execution of an agreement	June 30, 2021

Evaluation of Submissions

The City will conduct the evaluation of submissions based on the fit and quality of the submission overall. The City is seeking best fit for the management of this community resource and are open to a variety of possible outcomes.

APPENDIX A – SUBMISSION FORM

Respondent Information

Please fill out the following form and name one person, to be the contact for this Request for Expressions of Interest (RFEOI) response and for any clarifications or amendments that might be necessary.	
Full name of respondent or organization	
Any other relevant name under which the respondent carries on business is:	
Street address:	
City, Province:	
Postal code:	
Contact person:	
Phone number:	
Email:	
Organization website (if any):	
Alternate contact person and title:	
Alternate contact phone:	
Alternate email:	

Submission Contents:

- Provide a brief, 1–2-page, overview of your organization’s interest in the community cob oven;
- Identify proposed personnel and resources available in your organization/team to deliver management services. Clearly indicate relevant experience and qualifications for personnel identified;
- Provide a brief overview of planned activities with objectives and associated outcomes for education, training, volunteer recruitment, engagement, and communications;
- Discuss your approach to public communications including liaising with the City;
- Provide a schedule with timeframes for initiating service delivery activities in 2021;
- Provide a proposed list of any start up or annual funds that may be required, if any; and
- Provide a signed Appendix A Submission Form.

Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFEOI process will be governed by the specific Terms of Reference and Governing Law set out in this RFEOI and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created until the City of Duncan accepts the respondent’s offer in writing and creates a written contract.

Ability to Provide Deliverables

The respondent has carefully examined this RFEOI and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the pricing submitted.

“**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its quotation that is confidential and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFEOI process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFEOI process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent’s other commitments, relationships, or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the respondent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its quotation; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFEOI.

Otherwise, if the statement below applies, check the box.

The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFEOI.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must state on a separate sheet details of the actual or potential Conflict of Interest.

Signature of Respondent

Signature of Witness

Respondent full name and title (print)

Witness full name (print)

Date of Signature: _____

APPENDIX B - TERMS OF REFERENCE AND GOVERNING LAW

In responding to this Request for Expressions of Interest (RFEOI), each respondent must submit a completed and signed Submission Form (Appendix A) that, among other things, acknowledges its acceptance of the following RFEOI Terms of Reference and Governing Law:

- (a) This RFEOI process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal contract a binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.
- (b) No legal obligation regarding the procurement of any good or service shall be created until the City of Duncan and the selected respondent have entered a written contract for the deliverables.
- (c) Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or a decision of the respondent to withdraw its quotation.
- (d) The CITY OF DUNCAN may cancel this RFEOI process at any time.
- (e) Procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the New West Partnership Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFEOI.
- (f) The respondent consents to the collection and use by the CITY OF DUNCAN the information as contemplated under this RFEOI for the uses contemplated under this RFEOI.
- (g) The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its RFEOI, including, if applicable, costs incurred for interviews or demonstrations.
- (h) Respondents may direct questions or seek additional information in writing by e-mail to the RFEOI contact on or before the deadline for submission. The CITY OF DUNCAN is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the RFEOI contact on any matter it considers to be unclear. The CITY OF DUNCAN is not responsible for any misunderstanding on the part of the respondent concerning this RFEOI or its process.
- (i) This RFEOI may be amended only by addendum issued in accordance with this section. If the CITY OF DUNCAN, for any reason, determines that it is necessary to provide additional information relating to this RFEOI, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFEOI and may contain important information, including significant changes to this RFEOI. Respondents are responsible for obtaining all addenda issued by the CITY OF DUNCAN. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.
- (j) When evaluating submissions, the CITY OF DUNCAN may request further information from the respondents or third parties to verify, clarify or supplement the information provided in the respondent's quotation, and the CITY OF DUNCAN may revisit and re-evaluate the respondent's quotation or ranking based on any such information.
- (k) The CITY OF DUNCAN may consider the respondent's past performance on previous contracts or any other information considered relevant by the CITY OF DUNCAN when determining the acceptability of a respondent.
- (l) The CITY OF DUNCAN may disqualify a respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the CITY OF DUNCAN. "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix A).

- (m) Respondents shall not engage in any illegal business practices, including such activities as bid-rigging, price-fixing, bribery, fraud, or collusion. Respondents shall not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to elected officials, employees, officers, or other representatives of the CITY OF DUNCAN; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.
- (n) The CITY OF DUNCAN may elect not to consider a respondent who engages in conduct prohibited by this RFEOI or whose quotation contains misrepresentations or any other inaccurate, misleading, or incomplete information.
- (o) The CITY OF DUNCAN may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct in a prior procurement process, including but not limited to (i) illegal and unethical conduct; (ii) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (iii) the refusal of the respondent to honour submitted pricing or other commitments, or (iv) any conduct, situation or circumstance determined by the CITY OF DUNCAN, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.
- (p) Respondents may request a debriefing after receipt of a notification of the outcome of the RFEOI process. All requests must be made in writing to the RFEOI contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better submission in response to subsequent opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFEOI process or its outcome.
- (q) These terms (i) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); (ii) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and (iii) are to be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.