



Request for Proposals Quick-Serve Restaurant Opportunity

T'kemplúps te Secwépemc – Lot 164 Gas Station

RFP No. 28112022

VisionQuest Advisors (VQA) on behalf of T'kemplúps te Secwépemc (TteS or the Client), who is developing and constructing a new gas station within the Lot 164 Commercial Complex, is soliciting proposals from qualified quick-serve restaurant operators to enter into a lease and operating agreement to provide food and beverage services within the gas station.

VisionQuest Advisors must receive proposals no later than 12:00pm / noon PST on Monday January 16, 2023 to be eligible for consideration. Proposals shall be submitted electronically to projects@visionquestbc.ca and indicating "RFP 28112022 – Lot 164 Gas Station QSR Opportunity". Submittals delivered after the deadline will not be considered.

All questions shall be directed in writing to projects@visionquestbc.ca and must be received on or before 12:00 pm / noon PST on Friday December 16, 2022. All questions will be answered by Friday December 23, 2022 and posted on VQA's website at www.visionquestbc.ca/project/ttes/. It will be the proponent's responsibility to check the referenced website for any new amendments.



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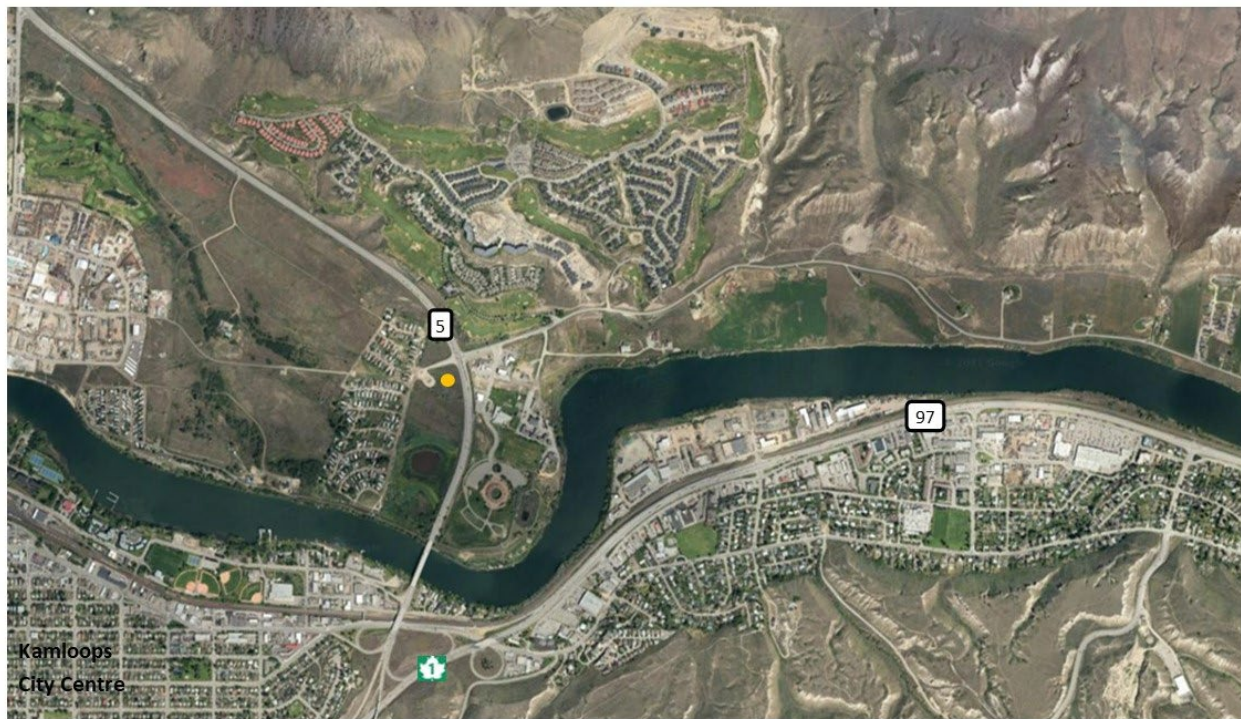


GENERAL INFORMATION

Introduction

Tkeklups te Secwepemc (TteS) through its economic development arm is leading and will manage the development of Lot 164, which is located on Tkeklups lands and includes a final developable site area of roughly 7.5 acres. As a functional commercial development, it will feature a mix of quality services and retail, as well as community amenities, and target moderate income shoppers. Situated in the southwest quadrant of the intersection of Yellowhead Highway 5 and Shuswap Road, the site is a premium location. There is currently zero highway access retail/commercial land for sale or lease in Kamloops. The specific area is underserved, and market growth is consistent. TteS is positioning this as a showcase place-based property, and destination development opportunity.

Site Location



● Proposed Site

Development of the site will be phased and proceed from the front or north side of the property toward the back of the site to mitigate impact and minimize disruption to tenants and customers. At this time, site servicing is underway, and two businesses have been approved. First, a new grocery store is being built and will open in the fall of 2023. The grocery store is intended to be the development’s anchor tenant. It will be owned by TteS and an independent grocer with full grocery selection, superior fresh departments, in-house butcher, bakery and deli, online ordering and deliveries, meals ready to eat program, and loyalty program. Second, and related to this opportunity, a business plan and implementation strategy for a new gas bar has been approved and is in design development. It will be a Petro-Canada and sister-company to the existing Tkeklups te Secwepemc Petro-Canada on the east side of Highway 5, which is one of the highest volume stations in Kamloops.



As noted in the preliminary Lot 164 site plan:

- Main entrance is located on the northern edge of the property along Shuswap Road.
- Second entrance is located on the southwestern edge of the property along the G&M Road.
- Minimum of 135 parking stalls and 8 barrier-free parking stalls. Secure “parking” of bikes is also anticipated, and prospective transit servicing is being explored through leadership.
- Crosswalks, curbs, and islands to direct traffic flow and enhance pedestrian safety.
- Culturally appropriate and ecosystem sensitive landscaping and cohesive site design and signage.
- Inclusion of 8 to 12 EV charging stations on the property.
- Development buffer to mitigate risk to the sensitive ecosystem and marshlands south of the property that will include interpretive signage and connect to a multi-user pathway.

Preliminary Lot 164 Site Plan



Client: Tkemlups te Secwépemc
Project: Lot 164 Commercial Complex
Date: 2022-08-14
Drawing: L164-001-PLAN

Per the Lot 164 Commercial Complex Business Plan, the target market includes residents and passing traffic. The area surrounding the site includes roughly 83% residents and 17% TteS members. Population growth exceeds the provincial average of 8% in just over half of the census subdivisions in the area, including an increase of 30% within Tkémłúps Reserve No. 1. Private dwellings growth is equally strong and exceeds the provincial average of 7% in just under half the census subdivisions in the area, notably including an increase of 18% in Tkémłúps Reserve No. 1. Annual traffic counts average 30,000 per month and the traffic count site closest to site experienced a 66%



percent increase from 2016 to 2019. Tourism traffic, represented as a portion of highway passerbys, is largely from British Columbia and Alberta.

The Opportunity

VQA on behalf of TteS is soliciting proposals from qualified quick-serve restaurant operators to enter into a lease and operating agreement to provide food and beverage services within the Lot 164 gas station. Upon selection, the prospective tenant will have an opportunity to specify and negotiate lease terms.

The gas station will feature the Petro-Canada brand and is expected to operate 18 hours per day, 7 days per week. The business footprint would total roughly 1.5 acres and the facility would be approximately 2,500 square feet and feature services, products, and amenities typical for the industry and market. It will offer three grades of unleaded fuel and diesel under a canopy and through four islands and four pumps with pay-at-the-pump technology. It will be designed and constructed to meet the Chief Louis Centre Design Controls Package, Lot 164 Commercial Complex Tenant Criteria and Conditions (in development), and Development Approval Board requirements including and not limited to energy efficiency, transportation planning, and cultural values.

The gas station will have a dedicated space within the convenience store for a quick-serve restaurant and the site plan can accommodate a drive-thru. Design development is in progress and has not been finalized. The indoor space available to the quick-serve restaurant is approximately 250 to 400 square feet. Outdoor space is currently limited to a drive-thru and waste management.

The rates and term for lease of this space will be contained in a lease and operating agreement that will address, for example, responsibilities of the tenant and owner for marketing, maintenance, operating standards, utilities, and services. The tenant will be responsible for all lease-hold improvements, signage, and restaurant equipment and furniture.

Terms and Conditions

The terms and conditions applicable to this RFP are identified in Appendix A: Terms and Conditions. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions that are included in this RFP, and any addenda subsequently issued by VQA or TteS. Provisions in proposals that contradict any of the terms of this RFP may not be considered for evaluation.

SELECTION SCHEDULE

The following timeline and dates are subject to change pending project progress.

Post RFP	Tuesday November 29, 2022
Questions Due	Friday December 16, 2022
Questions Answered	Friday December 23, 2022
Proposals Due	Monday January 16, 2023 12:00pm / noon PST
Interview Dates (if held)	Monday January 23 to Friday January 27, 2023
Notice of Award	Friday February 10, 2023
Possession of Leasehold	Spring / Summer 2024



GUIDELINES FOR SUBMISSION

To be considered an electronic copy of the proposal must be submitted to projects@visionquestbc.ca no later than 12:00pm / noon PST on Monday January 16, 2023 and including “RFP 28112022 – Lot 164 Gas Station QSR Opportunity” in the subject line.

Proposals should be prepared simply and concisely, providing a straightforward and succinct response as per the outline detailed under “[Proposal Preparation](#)”. Proposals are subject to the following conditions:

- Submission must be contained in one file.
- Submission must be less than 10mb.
- Submission must be in PDF format.
- Submission must be minimum 11-point font.
- All pages must be consecutively numbered.

VQA and TteS will make a selection using an established scoring process, prescribed in this RFP under “[Proposal Preparation](#)”. VQA will support TteS through negotiations and TteS will make the final decision and award the land lease and operating rights agreement. Initial evaluation will be made from the proposals submitted to create a short list of prospective tenants, which may be invited for presentation and interview by a committee. TteS reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interest of TteS to do so.

Preferred operators will be a recognized national or regional franchise. Prospective operators must meet the following standards as they relate to this request:

1. Provide a complete proposal and business outline illustrating projected performance as well as impact on the gas station and the overall development of a destination with excellent customer service and stunning, unique, and innovative spaces.
2. Have adequate financial resources for performance or have the ability to obtain such resources during performance.
3. Have the necessary experience, organization, technical and professional qualifications and skills.
4. Be able to comply with the proposed timeline.
5. Be able to achieve any approval requirements of the Petro-Canada brand.
6. Have a demonstrated satisfactory record of performance.

Through negotiations with prospective operators, VQA and TteS will address:

1. CLC Master Plan and Design Controls and Lot 164 Commercial Complex Tenant Criteria and conditions.
2. Any energy-efficiency or other building infrastructure upgrades and other on-site amenities.
3. Integration of the quick-serve restaurant opportunity within the gas station’s design development and construction processes.
4. Operations plans to ensure security and maintain the exterior of buildings and property.
5. Marketing plans to drive traffic to the site, ensure it is findable, and to develop the brand for the property.
6. Non-negotiable lease terms.



PROPOSAL PREPARATION

To facilitate evaluation of the proposals, interested operators are instructed to follow the outline below. Proposals that do not follow the outline or do not contain the required information may be considered as unresponsive proposals and ineligible for consideration. In rating the proposals, the evaluation committee will weigh each section according to the percentages listed.

Regarding confidentiality of information, please see "[Appendix A: Terms and Conditions](#)" – Ownership of Responses and Confidentiality of Information.

Cover Page

Mandatory – No Points

- a) The proposal must include a cover page signed by the person or persons authorized to sign on behalf of the proponent, and including the following statement:

The enclosed proposal is submitted in response to RFP No. 28112022 including any addenda. Through submission of this proposal, we agree to all the terms and conditions of this RFP and agree that any inconsistencies in our proposal may not be considered. We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by the statements and representations made in our proposal.

- b) The cover page must also include complete contact information for the lead representative of the proponent including name, mailing address, phone number, and email address(es).

Franchise and/or Organization Information

10%

- a) Provide full legal name of business.
- b) Explain franchise and/or organization structure.
- c) Briefly describe franchise and/or organization history.
- d) Briefly describe organization ownership and management team providing names, position, areas of responsibility, length of time with the company and other relevant information.

Business and Operations Plan

30%

- a) Communicate concisely the business plan. Detail the market analysis and strategy.
- b) Include an estimate on market capture as well as projected sales, income, and expenses for the first five years.
- c) Explain logistically how the proposed venue will operate. Outline the operating schedule and any necessary building, equipment, and shipping/receiving requirements. Note, the operating schedule must cover seven days per week. Hours must be consistent each week but can vary weekdays and weekends. Hours that vary seasonally may be considered.
- d) Include a prospective or existing menu with pricing.
- e) Describe planned advertising efforts.



Experience

15%

- a) Provide a list with a brief description of previous and current quick-serve restaurants that you have operated in the last five years. If there are none, please indicate that and list any relevant individual management involvement.
- b) Indicate any closures and whether there were any legal issues or suits involved with your business and/or the franchise or organization. Indicate reasons for leaving previous venues if applicable.

Prospective Improvement and Lease Terms

15%

- a) Describe the leasehold improvements proposed for the space. Include a timeline for the improvements.
- b) Indicate the term of lease desired, minimum being five (5) years.
- c) Indicate which rental structure is desired: a market price fixed rent or a low fixed rent with a percentage of gross revenue.
- d) Indicate any other special terms or conditions desired in the lease and operating rights agreement.

Ability to Perform Financially

20%

- a) Include profit and loss statements for the last three years from the most relevant and current venue the proposed owner or management team has been a part of. If no other venues have been operated by the proponent, please indicate that.
- b) Include a statement demonstrating the ability to maintain financial stability throughout the proposed lease period, minimum being five (5) years.
- c) Demonstrate that all applicable taxes owed are paid and up to date.
- d) Submit three operational and two financial references including current contact name(s), email addresses, and telephone numbers for each.

Indigenous Inclusion and Local Knowledge

10%

- a) Demonstrate your familiarity and engagement with Tkémúlps te Secwépemc (e.g., people, projects, organization, etc.).
- b) Explain how the proposed business will advance reconciliation, support capacity development, and facilitate the sustainable economic development of Tkémúlps te Secwépemc.
- c) Indicate if your business has a component of Indigenous ownership, and the percentage of Indigenous ownership.



APPENDIX A: TERMS AND CONDITIONS

No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the VQA and/or the Client, including the evaluation committee and any officials of VQA and/or the Client, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed in this RFP.

Changes to Response Wording

The proponent may submit addenda to their response until closing time. The proponent will not change the wording of its response after the closing time, and no words or comments will be added to the response after the closing time unless requested by VQA and/or the Client for purposes of clarification.

Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations with VQA and/or the Client, if any. VQA and/or the Client will not be liable to any proponent for any claims, whether for costs or damages incurred by the proponent in preparing the response, loss of anticipated profit in connection with any final contract, or any other matter.

Acceptance of Responses

Neither VQA and/or the Client are bound to enter into a contract with any proponent. Responses will be assessed using the evaluation criteria. VQA and/or the Client will be under no obligation to receive further information, whether written or oral, from any proponent.

Definition of Contract

Notice in writing to a proponent that they have been identified as the successful proponent will neither constitute a contract nor give the proponent any legal or equitable rights or privileges relative to the service requirements set out in this RFP. Only if the qualified proponent and the Client enter a subsequent full written contract will a proponent acquire any legal or equitable rights or privileges.

Negotiation Delay

If a written contract cannot be negotiated within sixty days of notification of the successful proponent, VQA and/or the Client may at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a contract with the next qualified proponent or choose to terminate the RFP process and not enter into a contract with any of the proponent.

Reservation of Rights

In addition to any other right or privilege granted to VQA and/or the Client under this RFP, VQA and/or the Client reserves the right, in its discretion, to:

- a) amend, modify, cancel, or suspend the RFP process at any time for any reason
- b) accept or reject any proposal based on evaluation of the proposals



- c) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a proposal or failure to comply with the requirements of this RFP and accept that proposal
- d) re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for work or services of a similar nature to those requested under this RFP
- e) make any changes to the terms of the business opportunity described in this RFP
- f) negotiate any aspects of a preferred proponent's proposal
- g) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all proponent.

This RFP does not commit VQA and/or the Client in any way to select a list of qualified proponents or award one or more contracts.

Ownership of Responses

All documents, including responses, submitted to VQA and/or the Client become the property of the Client. They will be received and held in confidence by the Client, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

Confidentiality of Information

Information pertaining to VQA, the Client, or the project obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from VQA and/or the Client.

Contract Negotiation and Award

Following the recommendation of the evaluation committee, VQA and the Client may select a proponent to engage in negotiations with to establish a lease and operating agreement. If negotiations with any proponent are not successful within sixty days, VQA and/or the Client may at any time after the expiry of such time period discontinue further negotiation with that proponent by written notice to the proponent and commence negotiations with another proponent to negotiate a contract. The foregoing process may be undertaken and/or repeated until either a contract is awarded by the Client or until negotiations have been terminated by the Client.

Sub-Contracting & Sub-Consultants

The use of a sub-consultants and/or sub-contractors must be clearly defined in the proposal. This includes a joint submission by two proponents having no formal corporate links. In such a case, one of the proponents must be prepared to take overall responsibility for successful performance of the contract and this must be clearly defined in the proposal.

Clarifications

VQA and/or the Client may, at their discretion, request clarifications from a proponent with respect to any information contained in their response and VQA and/or the Client is not obligated to make such a request to all proponents. VQA and/or the Client may consider such clarifications in evaluating a response. The clarification will be solicited by way of an RFI directed to the representative acting on behalf of the proponent.



Liability for Errors

While VQA and the Client have used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted accurate by the VQA and/or the Client, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in the RFP. Proponents will be solely responsible to ensure their proposal meets all requirements of the RFP, to advise VQA and/or the Client immediately of any apparent discrepancies or errors in the RFP, and to request clarification if in doubt concerning the meaning or intent of anything in the RFP.

Omission and Discrepancies

The proponent shall be responsible for any errors, omissions, discrepancies, or misunderstandings resulting from the proponent's failure to examine thoroughly the RFP documents and from the proponent's failure to inquire with VQA and obtain clarification.

Modification of Terms

VQA and/or the Client reserve the right to modify the terms of this RFP at any time in their sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with the successful proponent.

Client Discretion

VQA and/or the Client and their consultants may seek the professional advice or opinion of any published source or third party that does not create a conflict of interest, as they deem appropriate to assist in their evaluation of the proposal.

VQA and/or the Client are not bound by industry custom or practice in exercising any of their discretions, in formulating its opinions and considerations, or in discharging its functions under or in connection with this RFP.

VQA and/or the Client may, in their discretion, at any time, conduct a credit, criminal record, litigation, bankruptcy, taxpayer information or other check.

Relationship Disclosure

The Client hereby discloses that it has retained VisionQuest Advisors Inc. to assist the Client with tenant sourcing and in the development and construction of the new gas bar.

No Collusion

The proponent declares that, (i) there is no collusion or arrangement, formal or informal, between the proponent and any other actual or prospective proponents in connection with proposals submitted for this RFP; (ii) the proponent has no knowledge of the contents of any other proposal; and (iii) the proponent has made no comparison of figures, agreement, or arrangement, express or implied, with any other party in connection with the making of its proposal.



Downloading and Use of Files

VQA and/or the Client accept no responsibility or liability for any loss or damages that may be caused by downloading or use of downloaded files and makes no warranty or representation either expressed or implied, with respect to such files. They are provided "as is" and proponents assume the entire risk when downloading and using them.

Open for Acceptance

The proponent's offer shall remain open for acceptance for at least sixty (60) days from the time of closing.