



**Regional District of Nanaimo**  
**Request for Proposal**

**Park Operator**  
**Horne Lake Regional Park**

**Issue Date: November 30, 2017**

**Mandatory Information Meeting:**

Will be held at the main entrance to Horne Lake Regional Park, 3890 Horne Lake Caves Rd, Qualicum Bay BC at 10:00 AM PST sharp, Thursday, December 7<sup>th</sup>, 2017.

**Closing Date and Time:**

December 21, 2017 at 15:00 PST

**Closing Location:**

Regional District of Nanaimo  
Recreation and Parks Department  
Reception Counter, Oceanside Place  
830 West Island Highway  
Parksville, BC V9P 2X4

**Questions and Enquiries are to be sent only to:** Elaine McCulloch, Parks Planner [emcculloch@rdn.bc.ca](mailto:emcculloch@rdn.bc.ca)  
before the close of the business day on Friday, December 15<sup>th</sup>, 2017

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## **SCHEDULE A**

### **PART “A”**

#### **1. INTRODUCTION**

The Regional District of Nanaimo (RDN) is seeking proposals for the 2018-2022 operation of Horne Lake Regional Park (HLRP), a 109-hectare, off-grid, lakefront, park with 74 regular campsites, two group camping areas, a boat launch and a day-use area.

By submitting a proposal, the Proponent acknowledges that they understand this RFP, have satisfied themselves about the nature and location of Horne Lake Regional Park, local conditions, the labour, equipment and facilities needed to operate a campground park, and all other factors that may have bearing on a RFP proposal for the operation of Horne Lake Regional Park.

#### **2. DEFINITIONS**

The following definitions, instruction, terms and conditions apply to all Proposals related to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms contained in this RFP and that are included in any contract issued by the RDN.

- 2.1** “Contract” means the written agreement resulting from this Request for Proposal.
- 2.2** “Contractor” means the successful proponent to this RFP that has entered into an agreement with the RDN.
- 2.3** “GST” means Good & Services Tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time.
- 2.4** “Proponent” means the person submitting a proposal.
- 2.5** “Proposal” means a submission in response to this request for proposals.
- 2.6** “RFP” means this request for proposals.
- 2.7** “RDN” means the Regional District of Nanaimo.
- 2.8** “Services” means all the labour, materials, equipment, supplies, work and other items necessary for the execution, completion and fulfillment of the Contract.
- 2.9** “must,” “shall,” or “mandatory” means a requirement that must be met in order for the proposal to receive consideration.
- 2.10** “should” or “desirable” means a requirement having a significant degree of importance to the objective of the request for proposals, but which the RDN would strongly prefer to be fulfilled, and which the RDN may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.

### **3. RFP ADMINISTRATIVE REQUIREMENTS**

- 3.1** Proposals should be returned in a sealed envelope clearly marked “Proposal for Park Operator Horne Lake Regional Park” addressed to Regional District of Nanaimo, Recreation and Parks Department Reception Counter, Oceanside Place, 830 West Island Highway, Parksville, B.C. V9P 2X4 Attn: Elaine McCulloch, Parks Planner
- 3.2** Proposals should be received at the Regional District of Nanaimo location identified in 3.1 no later than **15:00, Pacific Standard Time, December 21, 2017.**
- 3.3** Proposals received and not conforming to Items 3.1 and 3.2 above, may be returned (unopened) to Proponent(s) without consideration.
- 3.4** The Regional District of Nanaimo will not accept proposals received via facsimile machine or email.
- 3.5** Proposals are to be based on these instructions, the General Terms and Conditions, and the Scope of Services.
- 3.6** Proposals must be in English.
- 3.7** Prices are to be quoted in Canadian dollars with GST excluded.
- 3.8** Proposals should clearly show the Proponent’s complete company name, nearest location to the Regional District of Nanaimo, and name, e-mail, and telephone number of primary contact person(s).
- 3.9** All submissions should include one (1) unbound paper copy marked “Original” and two (2) bound paper copies of your Proposal, (preferably duplex printed and bound in an 8½” x 11” format using fold back clips; please do not use three-ring binders or provide a copy of the original Proposal or addenda with your response).
- 3.10** All submissions should include a digital copy of the complete Proposal in pdf format suitable for printing (either on CD or a thumb drive). If there is any inconsistency between the paper form of a Proposal marked “Original” and the digital copy, the “Original” paper form will prevail.
- 3.11** Submissions may be withdrawn before the deadline upon written notice (e-mails of notice will be accepted) addressed to Elaine McCulloch, Parks Planner [emcculloch@rdn.bc.ca](mailto:emcculloch@rdn.bc.ca).
- 3.12** Withdrawn submissions may be replaced by alternative submissions provided written notice that an alternative Proposal will be submitted (e-mails of the notice, but not the alternative Proposal, will be accepted) is delivered to the Parks Planner at least twenty-four (24) hours before the deadline for the closing noted herein.
- 3.13** Proposals are irrevocable for a period of 90 days after the actual date of closing.

- 3.14** After the closing time and date all proposals received by the Regional District of Nanaimo become the property of the Regional District of Nanaimo.
- 3.15** The RDN reserves the right to modify the terms of this RFP at any time at its sole discretion. Such modifications will be communicated through formal addenda. Any addenda to this Request for Proposal will be posted on the Regional District of Nanaimo’s web site located at [www.rdn.bc.ca](http://www.rdn.bc.ca). **It is the sole responsibility of the Proponent to make sure that it receives all addenda prior to the closing date and acknowledge receipt of the addenda in Schedule ‘C’.**
- 3.16** Proponents will be required to attend the mandatory information meeting to be held at the main entrance to Horne Lake Regional Park, 3890 Horne Lake Caves Rd, Qualicum Bay BC on **Thursday, December 7<sup>th</sup>, 2017**. The meeting will commence at **10:00 AM PST sharp**.

#### **4. RFP GENERAL TERMS AND CONDITIONS**

##### **4.1 Confidentiality**

All documents and other records in the custody of or under the control of the RDN are subject to the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”) and other applicable legislation. The RDN will endeavor to respect and protect the confidentiality of information relating to ideas and strategies and other confidential commercial and financial information submitted by the Proponent. All documents and information will be treated as being supplied in confidence within the meaning of FOIPPA, subject to FOIPPA, or other applicable legislation.

##### **4.2 Conflict of Interest**

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest. Proposals may not be evaluated if the Proponent’s current or past corporate or other interests are, in the reasonable opinion of the RDN, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the RDN.

##### **4.3 Solicitation**

If any director, employee, agent or other representative of a Proponent makes any representation or solicitation to the Chairperson, Director, officer or employee of the RDN with respect to the Proposal, whether before or after the submission of the Proposal, the RDN shall be entitled to reject the Proposal.

##### **4.4 Cancellation**

The RDN reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

##### **4.5 Proponents’ Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the RDN, if any. Without limiting any other term of this RFP, if the RDN elects to reject all proposals, the RDN will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of

anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### **4.6 Proponents Understanding of the RFP**

It is each Proponent(s) responsibility to carefully examine the RFP Documents and Work sites. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the Services and Work conditions imposed by the RDN. The Proponent will be deemed to have inspected and examined the work site(s) and surroundings and to have satisfied itself before submitting a Proposal as to the nature of the required Services and required materials, and equipment necessary for performance of the Services. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the RDN, at its sole discretion, deems that it would be reasonable to do so, or there are additional Service requirements due to unforeseen circumstances.

#### **4.7 Addenda**

All addenda will be incorporated into and become part of the RFP Document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda posted on the RDN website.

#### **4.8 Liability for Errors**

While the Regional District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, 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 matters addressed in this RFP.

#### **4.9 Sub-Contracting or Assigning**

The preferred Proponent shall not, without the prior express written consent of the RDN, assign their Proposal, or any portion of their Proposal or any Contract arising from such Proposal, to another individual or company.

### **5. EVALUATION PROCESS**

Evaluation of Proposals will be by a committee and may include employees and/or contractors of the RDN. All evaluators will be bound by the same standards of confidentiality.

The RDN's intent is to enter into a Contract with the Proponent who has submitted the best value offer. The RDN reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value offered to the RDN and not necessarily the lowest price. The RDN expressly reserves the right in its sole unrestricted discretion to:

- (a) Accept any Proposal which the RDN deems most advantageous to itself;
- (b) Reject any and/or all irregularities in a Proposal submitted;
- (c) Waive any defect or deficiency in a Proposal that does not materially affect the Proposal and accept that Proposal;
- (d) Reject any and/or all Proposals for any reason;
- (e) Accept a Proposal which is not the lowest priced Proposal;
- (f) Make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors the RDN deems relevant even though such criteria may not have been disclosed to the Proponent;
- (g) Cancel or reissue the RFP without any changes for any reason, including in the event that only one compliant Proposal is received, and/or if the pricing submitted in Proposal(s) exceeds the estimated budget for this project; and
- (h) Seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.
- (i) The acceptance of any proposal is subject to funds being legally available to complete this transaction or approval by the Board of the RDN or the officer or employee of the RDN having authority to accept the proposal.

While previous experience with the RDN is not required and does not in any way confer an advantage, the RDN's previous experience with the Proponent may also be taken into consideration in its evaluation of Proposals. The RDN reserves the right to rely upon its records, references and recollection in this regard. The RDN may also obtain references other than those provided by the Proponent and may use these references in determining the best value.

The RDN reserves the right to enter into negotiations with the highest ranked Proponent concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposal received.

By submitting a proposal, the Proponent acknowledges the RDN's rights under this clause, and without limiting any other provisions of the RFP, absolutely waives any right of action against the RDN for the RDN's failure to accept the Proponent's proposal.

## **6.0 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

The following information is to be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission not being considered favourably. Proponents are asked to structure proposals in sequential order as listed below.

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

**(a) Experience, Reputation and Resources (40 points)**

The Evaluation Team will consider the Proponent’s responses to items (a) to (e) in Schedule C-1.

**(b) Technical Proposal (40 points)**

The Evaluation Team will consider the Proponent’s responses to items (a) to (b) in Schedule C-2.

**(c) Financial Proposal (20 points)**

The Evaluation Team will consider the Proponent’s responses items in Schedule C-3.

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

*No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.*

**7.1 NEGOTIATION OF CONTRACT AND AWARD**

If the RDN selects a Preferred Proponent, then the RDN may enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of a Contract, including financial terms. If discussions are successful, the RDN and the Preferred Proponent will finalize a contract. If at any time the RDN reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time then the RDN may terminate discussions, in which event the RDN may then either open discussions with the next highest Proponent and so on until an agreement is reached, or terminate this RFP and retain or obtain the services in some other manner.

**7.2 Notice of Award**

The anticipated date of notification is January 15, 2018. Elaine McCulloch, Parks Planner will notify the successful Proponent that their Proposal has been selected.

**7.3 Contract**

A Contract is formed only when the RDN and the successful Proponent have fully executed a written Contract or when the RDN issues a purchase order to the successful Proponent.

**7.4 Enquiries**

All enquiries regarding this Request for Proposal must be directed in writing to Elaine McCulloch, Parks Planner via email to [emcculloch@rdn.bc.ca](mailto:emcculloch@rdn.bc.ca). All questions should be received before the close of the business day on Friday, December 15, 2017.

Any verbal representations, promises, statements or advice made by employees of the RDN other than that offered through Elaine McCulloch, Parks Planner should not be relied upon.

**-END OF PAGE-**



## **SCHEDULE A**

### **PART “B”**

#### **1. GENERAL SERVICE REQUIREMENTS**

The Contractor shall provide Services that include but are not limited to:

- Provide high and low season camping;
- Occupy, maintain and secure the park grounds and park house 365 days per year;
- Steward the natural environment;
- Undertake preventative maintenance on park facilities and equipment;
- Manage an on-line reservation system and track camping use of the park;
- Provide boat launch services; and
- Deliver or facilitate the delivery of a mix of park services such as small boat rentals, concession, nature interpretation, and programmed recreation.

All revenues collected at HLRP are to the Contractor, as are all park operating and preventative maintenance expenses.

#### **2. PARK INFORMATION**

HLRP is a 109-hectare, off-grid, lakefront, park with 74 regular campsites, two group camping areas, a boat launch and a day-use area.

##### **2.1 Background**

The RDN acquired the park in January 2002, not long after the property was logged. For some years the previous owner had operated a private campground along the waterfront of what is now the regional park. The property is bisected by a Fortis main gas line, an undeveloped gazetted road, and an easement providing neighbouring landowners (including Island Timberlands) with full access through the park. This easement road, which provides access to the southern half of HLRP, is also the main access road to neighbouring Horne Lake Caves Provincial Park. There is no land-line telephone, no hydro grid service, and no gas connection available at HLRP.

Over the last 15 years, the RDN has made considerable effort to transform HLRP from a very rough mixed-use private resource property to a simple but broadly accessible semi-wilderness public waterfront and campground park offering a mix of outdoor and waterfront experiences. Standards of operation and environmental care are continuing to improve. Significant effort has been made to reduce the amount of generator runtime required for park operations and to provide an effective water treatment system.

More information on the park can be found at [www.rdn.bc.ca/horne-lake-regional-park](http://www.rdn.bc.ca/horne-lake-regional-park).

## 2.2 Park Occupancy, Expenses and Revenues

The following tables provide information in park occupancy, revenues and selected expenses over the last 4-5 years. The expenses data in no way reflects the total cost of operating HLRP and the revenue data reflects one particular approach to delivering services at HLRP.

### HLRP Campground Site Nights / Occupancy 2012-2016

<b>TOTAL PARK</b>							
	<b>Full Year</b> (Jan-Dec)		<b>High Season</b> (April-Sept)		<b>High Season</b> (July-Aug)		
	<b>total site nights</b>	<b>occupancy rate</b>	<b>total site nights</b>	<b>occupancy rate</b>	<b>total site nights</b>	<b>occupancy rate</b>	
<b>possible site nights</b>	18263		6405		3906		
<b>2012</b>	4907	27%	~	~	~	~	
<b>2013</b>	3833	21%	3560	56%	2361	60%	
<b>2014</b>	4130	23%	3925	61%	2530	65%	
<b>2015</b>	4554	25%	4232	66%	2391	61%	
<b>2016</b>	4959	27%	4710	74%	2756	71%	
<b>Northpark</b>							
<b>2012</b>	2653	21%	~	~	~	~	
<b>2013</b>	2125	17%	1861	29%	1143	53%	
<b>2014</b>	2321	18%	2123	33%	1326	61%	
<b>2015</b>	2603	20%	2286	36%	1243	57%	
<b>2016</b>	2833	22%	2589	40%	1458	67%	
<b>Southpark</b>							
<b>2012</b>	1839	39%	~	~	~	~	
<b>2013</b>	1509	32%	1509	32%	1143	71%	
<b>2014</b>	1736	36%	1736	36%	1176	73%	
<b>2015</b>	1871	39%	1871	39%	1125	70%	
<b>2016</b>	2045	43%	2045	43%	1274	79%	
<b>Group Camping</b>							
<b>2012</b>	415	57%	~	~	~	~	
<b>2013</b>	199	27%	190	52%	75	60%	
<b>2014</b>	73	10%	66	18%	28	23%	
<b>2015</b>	80	11%	75	20%	23	19%	
<b>2016</b>	81	11%	76	21%	24	19%	

**HLRP Campground Revenues (\$) 2013 – 2016, Selected**

	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Campground Fees	118,530	123,035	126,650	148,260
Retail, Firewood & Equipment Rental	21,420	31,690	27,130	34,830
Boat Launch	1,980	2,520	1,680	2,590
Recreation Programs	12,650	11,800	27,600	18,385
RDN Subsidy	12,100	12,100	12,100	12,100
<b>Total Revenue</b>	<b>166,680</b>	<b>181,145</b>	<b>195,160</b>	<b>216,165</b>

**HLRP Campground Operating Expenses (\$) 2013 – 2016, Selected**

	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Diesel	1,710	6,000	6,250	6,190
Propane	2,180	3,630	4,990	2,650
Firewood, stock	3,200	3,575	2,720	5,330
Retail, stock	7,900	8,000	7,560	8,500
Utilities - garbage removal	4,650	6,650	4,580	8,000
Utilities - septic pump & haul	~	3,360	3,880	3,500
Phone, Internet	6,850	1,880	1,250	1,820
Supplies & Materials (inc. programs)	23,800	22,260	12,300	14,420
Repair & Maintenance	32,165	8,410	7,770	2,260
<b>Total Operating Expenses, selected</b>	<b>82,455</b>	<b>63,765</b>	<b>51,300</b>	<b>52,670</b>

## 2.3 Park Facilities

	#	Comments
<b>Campgrounds</b>		
Regular Campsites	74	
North Park		69 sites - including 33 single sites and 5 overflow sites
South Park		36 sites - including 16 single sites and 10 shared sites
Group Campsites	2	
North Park		2 group campsites including gravel and lawn areas
<b>Day-Use Areas</b>		
North Park	1	
<b>Vault Toilets</b>		
North Park	9	
South Park	4	
<b>Boat Launch</b>		
North Park	1	concrete ramp
<b>Structures</b>		
Park House	1	2-story 1 bedroom/ 1 office residence with outside storage
Water treatment/Power plant	1	Sea-Can
<b>Water sources</b>		
North Park - Park House	1	potable water; house and public standpipe
South Park - Paradise Bay	1	non-potable water; hand pump (boil water notice posted)
<b>Water Treatment and Power System</b>		
RO/Chorine system	1	high & low season capacity
Generator	1	Isuzu 6kW-3CA1
Inverter & battery bank	1	
Solar panel	1	
<b>House Appliances</b>		
Fridge	1	electric
Stove	1	propane
Heater	1	propane
Hot water tan	1	propane
Wood Stove	1	WETT certified

Fire Trailer	1	ICBC, registered by RDN
Fire Equipment		striker pump, hoses, tools
Diesel Tank	1	
Propane Tank	1	
Marine Spill Kit	1	
Entrance Sign and other signage		
Recycling Container set	8	
Kiosks	2	
<b>Grounds</b>		
Internal Park Roads	-	Gravel/dirt
Access Road through park	-	gravel
Gates	2	metal
Bridge	1	single lane forestry
Trails (formal)	9	5,500 l.m.
Gravel Pit	1	
Quarry	1	

## 2.4 Park User Fees

HLRP basic fees (excluding tax) are established by the Board of the Regional District of Nanaimo as set out in *Park Use Regulation Bylaw 1399* and its amendments.

### High Season (April to September)

Forested sites	\$20.00 / night
Extra vehicle	\$10.00 / night
Waterfront & Overflow Sites	\$24.00 / night
Extra vehicle	\$12.00 / night
Extra Vehicle Consecutive-day Stay Pass	\$75.00

### Low Season (October to March)

All sites	\$10.00 / night
Extra Vehicle	\$5.00 / night

Non-Profit Youth Group \$2.50 per head / night

Boat Launch \$6.00 / launch or \$50.00 for a 10-launch pass

### **3. SCOPE OF SERVICES**

The Contractor shall furnish everything needed to perform all of the requirements of this Contract including all labour, vehicles, tools, equipment, services and structures needed to support their proposed operating plan.

The Contractor will provide Services to a standard of operations that are on a par with, or exceed those of BC Parks, with the intent that the Services should meet or exceed all reasonable requirements of users on an efficient, courteous and experiential basis.

Responsibilities of the Contractor may include but are not limited to:

- Provide speed and efficiency of service. Note that when reservations are opened for the season there is typically a significant backlog of customers waiting for service. It is essential that the Contractor adjust staffing and other resources to accommodate the anticipated increased demand for service during this period. A new online reservation system is planned to be implemented for the 2018 camping season which is intended to help mitigate this problem;
- Work with the RDN to provide an online reservation system;
- Maintain and repair their own assets;
- Maintain cleanliness and orderliness in all areas of the park including public toilets;
- Maintain park power and drinking water systems;
- Manage requests for special use of the park through the RDN permitting process; prepare park facilities, deliver required services, and clean-up after special events as required;
- Provide or facilitate the provision of associated park services such as small boat rentals, interpretive programs, programmed recreation, and retail sales.

### **4. PREFERRED QUALIFICATION REQUIREMENTS**

The Proponent should possess:

- a) More than five (5) years of successful operations experience in park campground management or related facility management experience;
- b) Competent management services with proven capability to operate and respond to the RDN's operational needs and can provide a dedicated and stable work force with the necessary characteristics, knowledge, skills and ability for the services required;
- c) Financial viability and ability to provide evidence of adequate financial resources and investment to provide the Services if requested.

## 5. CONTRACTOR AND RDN RESPONSIBILITIES

CONTRACTOR	RDN
<b>Hazard Trees</b>	
<ul style="list-style-type: none"> <li>• Meet with RDN in early spring to conduct a joint hazard tree assessment and conclude on an annual falling plan.</li> <li>• Undertake required annual falling, trimming and brushing. A certified tree faller must be used for stems greater than 6” in diameter at chest height; 50% of costs for professional falling to be shared with the RDN.</li> <li>• Carry out any cleanup resulting from the required falling.</li> </ul>	<ul style="list-style-type: none"> <li>• Meet with Contractor in early spring to conduct a joint hazard tree assessment and conclude on an annual falling plan.</li> <li>• RDN to share 50% of costs for professional falling with the Park Operator.</li> <li>• All timber the property of the RDN.</li> </ul>
<b>Fire</b>	
<ul style="list-style-type: none"> <li>• Ensure one S100 trained person is at the park at all times from June-September and at all times while a Campfire Ban is in effect.</li> <li>• Maintain the fire trailer and equipment in a ready state during fire season; Comply with equipment maintenance guidelines.</li> <li>• Ensure a vehicle is equipped and available at all times to tow the fire trailer.</li> <li>• Keep grass in day-use areas, around all fire pits and along roads mowed during fire season.</li> <li>• Undertake practice drills with staff in campground area and respond to RDN unscheduled fire drill.</li> <li>• Post campfire/smoking ban signage to be provided by the RDN.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain ICBC registration of fire trailer.</li> <li>• Replace equipment following a fire event.</li> <li>• Trigger unscheduled fire drill(s) in campground at least once/year.</li> <li>• Provide Contractor with campfire ban/smoking ban signage.</li> <li>• Maintain fire protection coverage for park through Fire Control Cost Sharing Agreement with the Province.</li> <li>• Liaise with Coastal Fire on site visits and fire risk assessment of the Park.</li> </ul>
<b>Water System</b>	
<ul style="list-style-type: none"> <li>• Maintain ‘boil water’ hand pump in Southpark.</li> <li>• Chlorinate hand pump system during spring start-up as per Island Health instructions.</li> <li>• Ensure ‘boil water’ message is well communicated to park users.</li> <li>• Water Treatment Plant: during high season have at least one Small Water System Operations Certified employee at the Park daily and at least 3 x per week during low-season. Certified employee to perform monitoring and preventative maintenance tasks at water treatment plant as per RDN direction.</li> </ul>	<ul style="list-style-type: none"> <li>• RDN Water Services Dept. to oversee operation of water treatment system.</li> <li>• Supply regular maintenance parts for water treatment plant.</li> <li>• Receive water sampling results from Island Health and monitor quality.</li> <li>• Post annual water quality report on RDN website.</li> <li>• Liaise with Island Health and work to improve the system as directed.</li> <li>• Carry out full metal analysis of raw water going into treatment plant at least 2 x per year.</li> </ul>

CONTRACTOR	RDN
<ul style="list-style-type: none"> <li>Obtain water sample forms from Island Health and perform water sampling and deliver directly to Island Health in Parksville.</li> </ul>	<ul style="list-style-type: none"> <li>Conduct chemical analysis of raw water at all park wells, at least every 3 years.</li> </ul>
<b>Power System</b>	
<ul style="list-style-type: none"> <li>Carry out daily checks of battery water levels and log results as per RDN direction.</li> <li>Carry out preventative maintenance on generator (provide regular maintenance items e.g. oil, filters).</li> </ul>	<ul style="list-style-type: none"> <li>Operate inverter and battery bank system.</li> <li>Arrange for regular servicing of inverter and generator.</li> <li>Undertake periodic power usage reviews to ensure power system is not being overtaxed or compromised.</li> </ul>
<b>Park House and Garage</b>	
<ul style="list-style-type: none"> <li>Occupy Park House 365 days per year as residence and office space.</li> <li>No public access to house.</li> <li>Garage may be used for temporary storage and workspace.</li> </ul>	<ul style="list-style-type: none"> <li>Provide appliances for residence.</li> </ul>
<b>Security</b>	
<ul style="list-style-type: none"> <li>Patrol all of park 365 days per year and at least 2 times a day during high season.</li> <li>Manage gates according to high and low season routines and secure as required.</li> <li>Keep south gate in closed and locked position.</li> <li>Ensure all park staff have cleared criminal records check (vulnerable sector) before they start work at the Park.</li> <li>Ensure staff is on-site 24-hours a day during July and August and on all holidays and holiday long-weekends during the remainder of the high-season.</li> <li>Ensure there is a park representative on-site at both Northpark and Southpark in the evenings and overnight during July and August and on all holidays and holiday long-weekends during the remainder of the high-season.</li> <li>The contractor is encouraged to use the camp host model to maintain peace and order in the campgrounds during both high and low season.</li> </ul>	<ul style="list-style-type: none"> <li>Work with park neighbours and easement right holders on area security and gate management.</li> </ul>



CONTRACTOR	RDN
<b>Public Safety and Enforcement</b>	
<ul style="list-style-type: none"> <li>Uphold <i>Park Use Regulation Bylaw 1399</i> and its amendments.</li> <li>Advise RDN of any incident involving the RCMP or other emergency personnel when incident occurs, and submit a report within 3 days.</li> <li>Immediately address any hazard that may arise and block public access with clear signage until hazard is resolved.</li> <li>Ensure staff, trained in emergency level first aid, are available at the park at all times.</li> <li>Maintain first aid kits for each campground and refresh as required.</li> <li>Undertake staff practice drills related to waterfront emergencies.</li> <li>Post BC Health information to all park users about Swimmers Itch.</li> </ul>	<ul style="list-style-type: none"> <li>Advise on public safety and enforcement issues.</li> <li>Provide 'No ATV' signage.</li> <li>Follow up on any RCMP files.</li> </ul>
<b>Environment</b>	
<ul style="list-style-type: none"> <li>Use environmentally friendly cleaning products only and apply no pesticides or herbicides without RDN approval.</li> <li>Maintain RDN spill kit and advise launch users of availability.</li> </ul>	<ul style="list-style-type: none"> <li>Oversee stewardship of lands and waters.</li> <li>Monitor river erosion.</li> <li>Continue to restore sensitive waterfront lands.</li> <li>Provide spill response kit.</li> </ul>
<b>Garbage and Recycling</b>	
<ul style="list-style-type: none"> <li>Maintain tidy, bear-proof garbage and recycling system in North and Southpark.</li> <li>Remove garbage and recycling regularly from the Park.</li> </ul>	<ul style="list-style-type: none"> <li>Provide campground recycling containers.</li> <li>Provide campground garbage containers.</li> </ul>
<b>Roads, Trails and Grounds</b>	
<ul style="list-style-type: none"> <li>Maintain Northpark and Southpark trails.</li> <li>Keep all campground lanes, campsites and day-use areas mowed, clean and tidy.</li> <li>Brush around signage, structures and gates.</li> <li>Maintain sign posts and barriers in full upright position.</li> <li>Remove graffiti when found.</li> <li>Erect temporary operating structures or trailers as required, with approval from RDN.</li> <li>Maintain a neat and presentable park.</li> </ul>	<ul style="list-style-type: none"> <li>Maintain roads and provide dust suppressant application.</li> <li>Provide Park identification, regulation, interpretation, and directional signage</li> <li>Approve construction of any proposed trails.</li> </ul>

CONTRACTOR	RDN
<b>Toilets and Fire Pits</b>	
<ul style="list-style-type: none"> <li>• Maintain the inside and outside of toilets in a clean and tidy condition.</li> <li>• Have vaults serviced on an annual basis.</li> <li>• Maintain one fixed-in-place metal fire pit per campsite, cleaned after each site vacancy and maintain a limited number of fire pits in day use areas.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide fire pits as required.</li> </ul>
<b>Picnic Tables</b>	
<ul style="list-style-type: none"> <li>• Ensure each campsite has a table and the table is kept in the campsite.</li> <li>• Provide tables in the day-use areas.</li> <li>• Undertake regular maintenance of tables including staining and replacement of top or seat boards.</li> <li>• Maintain table inventory (number and condition).</li> </ul>	<ul style="list-style-type: none"> <li>• Provide picnic tables as required. Review table inventory with operator each year at the end of high season.</li> </ul>
<b>Promotion and Marketing</b>	
<ul style="list-style-type: none"> <li>• Provide support and direction to the RDN regarding the initial and ongoing setup of an on-line reservation system. All fees and terms to be approved by RDN.</li> <li>• Maintain an on-line reservation system.</li> <li>• Create and maintain a Park website with park information and online booking.</li> <li>• Market Horne Lake Regional Park (the campground and park); highlight new on-line reservation system.</li> <li>• Handle all park inquiries and provide responses within 48 hours.</li> <li>• Honor RDN 'Rec Bucks' as payment; the RDN will reimburse the contractor.</li> <li>• Make an effort to raise campground occupancy during Low Season, in the months either side of July and August, and on weekdays in July and August.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide on-line reservation system, including initial set-up fee and yearly license fee, but not including transaction fees.</li> <li>• Purchase entry for Park in the online and print BC Super Camping Guide.</li> <li>• Promote Park on RDN website, in the RDN's Regional Park and Trails Guide and other Regional publications and on regional park system signage.</li> </ul>

<b>CONTRACTOR</b>	<b>RDN</b>
<b>Public Relations</b>	
<ul style="list-style-type: none"> <li>• Ensure staff working at the Park wear a name tag and appropriate service delivery clothing.</li> <li>• Work regularly with staff on the development and improvement of client service and problem resolution skills.</li> <li>• Ensure all employees interfacing with park users are knowledgeable about the park and the local parks and trails in the Qualicum area. Up to date park and trail information is to be featured at the park.</li> </ul>	<ul style="list-style-type: none"> <li>• Assist operator with dispute resolutions.</li> </ul>
<b>Special Uses</b>	
<ul style="list-style-type: none"> <li>• Address requests for special use of the park through a permit; work with the RDN on achieving a successful permit application. Receive a fee for permit administration.</li> </ul>	<ul style="list-style-type: none"> <li>• Work with the contractor on park use permit requests and issue approval for all such permits.</li> </ul>
<b>Operating Seasons</b>	
<ul style="list-style-type: none"> <li>• Provide day-use, boat launching and some camping services at HLRP all year round. Operate Southpark camping for at least five months of the year.</li> </ul>	<ul style="list-style-type: none"> <li>• Pursue increased park use outside of the summer months.</li> </ul>
<b>Management and Reporting</b>	
<ul style="list-style-type: none"> <li>• Provide interim operating and financial report at the end of September; include full statement of revenues and expenses.</li> <li>• Provide full operating and financial report at the end of January; include full statement of revenues and expenses and basic spreadsheet data on occupancy by site (nights occupied per month).</li> </ul>	<ul style="list-style-type: none"> <li>• Oversee all park operations.</li> <li>• Meet with the contractor on a regular basis to review operations, issues, maintenance, business and development plans, financial performance and park user information.</li> <li>• Develop park statistics and work with contractor on targeted marketing and park use expansion.</li> </ul>

## 6. CONTRACT TERM

The term of the contract is five (5) years from February 1, 2018 to January 31, 2023. The RDN is not open to varying the Contract term.

-END OF PAGE-

**SCHEDULE B  
DRAFT OPERATING AGREEMENT**



**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN:**

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the “**Regional District**”)

OF THE FIRST PART

**AND:**

**XXXXXXX**

(the “**Park Operator**”)

OF THE SECOND PART

**WHEREAS**

- A. The Regional District is the owner of the lands and premises known as Horne Lake Regional Park;
- B. Horne Lake Regional Park (“HLRP”) is established and operated by the Regional District under the Authority of the *Park (Regional) Act*, RSBC 1996, c. 345, and the Regional District of Nanaimo Regional Parks and Trails Service Area Conversion Bylaw No. 1231 (2001);
- C. At HLRP, the RDN is committed to the provision of day-use, camping, boat launching, recreational and interpretive programming and associated retail business all within a semi-wilderness setting and in a way that is (i) environmentally sensitive and sustainable over the long-term, (ii) broadly reflective of BC Parks campground standards, (iii) requires minimum RDN subsidy, and (iv) contributes to the economic vitality of the RDN;

- D. Horne Lake Regional Park is regulated by the Regional District under the authority of the Park Use Regulations Bylaw No. 1399 (2004) and 1399.01 (2009), copies of which are attached as Appendix A to this Agreement;
- E. The Park Operator has the necessary skills and abilities to manage and operate a regional park; and
- F. The Regional District wishes to enter into an agreement with the Park Operator, whereby the Park Operator will manage the operations of Horne Lake Regional Park as more fully set out and described herein.

**NOW THEREFORE** the Regional District and the Park Operator in consideration of the premises, and the mutual promises exchanged in this Agreement, agree as follows:

### **Definitions**

- 1. In this Agreement,
  - (a) **“Associated Park Services”** means small boat rentals, interpretive programs, programmed recreation, retail sales, and campground reservation system.
  - (b) **“Bylaw 1399”** means the Regional District of Nanaimo Park Use Regulations Bylaw No. 1399 (2004) and No. 1399.01 (2009) (contained in Appendix A of this Agreement) and any subsequent amendments.
  - (c) **“Capital Works”** means a permanent improvement installed or constructed in the Park or made to the Park Facilities.
  - (d) **“General Maintenance”** means the upkeep of Park Facilities and grounds that improves or preserves the appearance and which is completed at discrete intervals based on seasonal consideration or aesthetic preferences.
  - (e) **“Hazard”** means the risk of personal injury or property damage presented by naturally occurring hazards within the Park, including flooding, rock fall, fire, wildlife and hazardous trees, as well as hazards posed by facilities and people;
  - (f) **“High Season”** means the operating period from the beginning of April to the end of September each year.
  - (g) **“Low Season”** means that part of the year not included in the High Season;
  - (h) **“Management Plan”** means the 2005 Horne Lake Regional Park Management Plan (contained in Appendix B of this Agreement) and any subsequent versions;
  - (i) **“Manager of Parks Services”** means the Manager of Parks Services for the Regional District;
  - (j) **“Northpark”** means that part of the HLRP situated to the north of the Qualicum River;

- (k) **“Park”** means Horne Lake Regional Park;
- (l) **“Park Facilities”** means the facilities set out in Section 2.3 of the RFP;
- (m) **“Park House”** means the residential building located at the park entrance;
- (n) **“Park Operating Season”** means the period from January 1 to December 31 of each year;
- (o) **“Park Services”** means access by the public to camp sites, day use areas and boat launch;
- (p) **“Park Use Permit”** means the document issued by the RDN that details the terms by which an individual or group may make Special Use of the Park as regulated by Bylaw 1399;
- (q) **“Preventative Maintenance”** means upkeep that is performed to a Park asset to continue operating at its optimum efficiency without interruption. Preventative Maintenance work is completed at regular intervals;
- (r) **“RFP”** means the RDN’s November 2017 Request for Proposals to Operate HLRP (contained in Appendix D of this Agreement);
- (s) **“Park Trails”** means the Caves Trail, Criss Cross Trail, River Trail, Fortis Trail, Southwoods Trail, Alder Loop Trail, and Viewpoint Trail (illustrated in Appendix C, Map 3 of this Agreement).
- (t) **“Proposal”** means the proposal submitted by the Park Operator in response to the RDN’s RFP (contained in Appendix E of this Agreement);
- (u) **“Southpark”** means that part of the HLRP situated to the south of the Qualicum River;
- (v) **“Special Use”** means any commercial or non-commercial service, activity or event that is intended to attract or requires participants or spectators and includes but is not restricted to a festival, competition, tournament, fishing derby, show, party, outdoor ceremony, regatta, animal show, use of a reservable group picnic shelter or area, group training or lesson, operation of a model airplane, car or boat, television or motion picture filming, and research activity;
- (w) **“Structures”** means buildings, mobile units, trailers, sea-cans or other metal containers, storage units, sheds, garages, lean-to’s, toilets, yurts, kiosks and shelters;
- (x) **“Term”** means the term of this Agreement as established under Clause 2 below.

## Term

2. The term of this Agreement shall be for the period commencing **1 February, 2018** and terminating **January 31, 2023** (the “Term”).

## Park Operator Commitments

3. The Park Operator shall render their services to the Regional District with that degree of care, skill and diligence normally provided by the operators of provincial and regional parks elsewhere in British Columbia.
4. The Park Operator shall operate and maintain the Park year-round and in accordance with the terms and conditions set out in this Agreement, the RFP, Bylaw 1399 and any other bylaws or laws applicable to the Park; and in a manner that is consistent with the Management Plan and the Proposal. In case of a conflict between the terms of this Agreement and the Management Plan, this Agreement shall govern.
5. The Park Operator is responsible for ensuring that all of their employees, licensees, contractors and volunteers are appropriately trained, are familiar with all rules, regulations and bylaws applicable to the Park, and abide by the terms of this agreement. The Park Operator has familiarized themselves with the Park and the Park Facilities prior to entering into this Agreement and enter this Agreement knowing and accepting the Park and the Park Facilities as they are at the time of entering into this Agreement.
6. During the Term, the Regional District will supply all materials necessary for the maintenance of the Park water treatment system.
7. Except as specifically provided elsewhere in this Agreement, during the Term the Park Operator:
  - (a) will supply at their sole cost and expense all administration, management, supervision, labour, equipment including vehicles, material, supplies and other services necessary for the operation, General and Preventative Maintenance of the Park and delivery of Park Services and Associated Park Services in accordance with this Agreement; and
  - (b) be solely responsible for all other operating expenses during the Term including, without limitation all utility and similar charges related to the use of electric current, septic, solid waste and garbage removal, telephone, internet and web services and any other fees, taxes or charges for services and utilities which may be assessed or charged in relation to the operation of the Park and General and Preventative Maintenance of facilities therein.
8. Except where expressly provided elsewhere under this Agreement, the RFP, or in the Management Plan the Regional District shall not be obliged to furnish any services or materials for the management, operation, and maintenance of the Park, or to make repairs or alterations in or to the Park; and shall not be responsible for the payment of any operating expenses in relation to the Park.

9. Any losses from the operation of the Park during the Term will be for the account of the Park Operator.

### **Annual Park Meetings**

10. The RDN and the Park Operator shall meet formally each year of the Term as follows: Meeting #1 within the first two weeks of January, Meeting #2 within the first two weeks of March if not earlier, and Meeting #3 within the first two weeks of September. The subjects of each meeting are addressed below.

### **Park Improvements and Capital Works**

11. If the Park Operator elects at their cost to erect or install or bring in or store any Structures, or undertake any excavations or clearings, or develop any campsites, campgrounds, waterfront areas, trails, roads or other facilities or carry out any Capital Works within the Park, they must first obtain written consent of the RDN.
12. The RDN shall notify the Park Operator of any Capital Works to be installed or constructed at the election and cost of the RDN.
13. All Capital Works existing or to be installed or constructed at the Park are or become the property of the RDN and shall be maintained to the same standards applicable under Clause 30.
14. In addition to existing improvements as described in the RFP, the RDN shall provide campsite fire rings, picnic tables, and undertake road grading and annual dust suppressant application. The RDN shall also provide signs used for Park identification, regulation, interpretation, and direction to and within the Park, as well as current fisheries regulations and species identification information.
15. The Park Operator shall install signage provided by the RDN for use at the Park and carry out all minor road maintenance tasks such as but not limited to pothole repair.
16. The Park Operator shall be prepared at each Meeting #3, to provide input to the development of the RDN's annual improvement and capital works plans for the Park for the upcoming year.

### **Park Environment**

17. No pesticides or herbicides may be applied at the Park without the written approval of the RDN.
18. The Park Operator shall ensure that wood on the ground and trees taken down at the Park are left on the ground to continue the cycle of soil nutrient replacement. The Park Operator may use whole stem pieces for natural benches, vehicle barriers or other simple park furnishings. No wood from the Park, whether already down or standing, is to be used for firewood or the production of milled lumber. The Park Operator shall make every effort to ensure that Park users do not gather, remove, disturb or burn standing or fallen vegetation in the Park. No trees, wood or other Park vegetation shall be removed from the Park by anyone including the Park Operator.
19. The Park Operator shall maintain a vehicular barrier to Gazebo Point, and work with the RDN to establish environmentally sensitive public use of the Point including facility for wildlife viewing.



20. The Park Operator shall exhibit and promote strong environmentally sensitive operational practices at the Park that include limiting the need for the use of generators and sensitivity to shoreline conditions and habitat. The Park Operator shall actively encourage Park users to be environmentally sensitive and to value the Park's natural features and wildlife. The Park Operator and the RDN shall set annual goals for environmentally sensitive practices and messaging at each Meeting #2.

### **Park Facilities**

21. The Park Operator shall operate a maximum of 125 campsites, including overflow sites at the Park with no more than 75 camping parties, including group camping, in place at one time, as per Bylaw No. 500, Section 3.4.124.3. The Park Operator shall ensure that no camping takes place outside of authorized campsites. The Park Operator shall withhold from the reservation system a minimum of 2 campsites to be kept available for campers wanting campsites without reservations.
22. The Park Operator may use day use areas as reservable group areas for non-camping activities.
23. The Park Operator shall maintain the Park kiosks and other notice boards such that Park users can easily inform themselves about the Park, activities available there and in the area, RDN Parks and Trails, nature, and safety.
24. The Park Operator shall make explicit effort to minimize the negative effect of camping and vehicles on the sensitive waterfront lands near campsites #32 and #33 by clearly demarcating and containing camping sites, and providing fixed-in-place metal fire rings.
25. The Park Operator shall operate group camping in the two Northpark group camping sites with each site handling a maximum of eight camping parties. Vehicles in the group camping sites shall be limited to the gravelled areas. Tenting is permitted on the grassed areas of the group camping sites.
26. The Park Operator shall ensure that all fires at the Park are contained within fixed-in-place metal fire rings as provided by the RDN, and that Provincial Government Wildfire Management Branch campfire rules are followed in respect of fire size.
27. The Park Operator shall abide by all Fortis Gas permit requirements related to the use of their statutory right of way for placement of temporary structures, vehicular access and parking, and trail.
28. The Park Operator shall maintain all Park Trails.

### **Park Maintenance and Repairs**

29. The Park Operator shall maintain all Park Structures, kiosks, signage, equipment, grounds and Park Facilities in a neat and tidy condition, and free of hazards. Clarification of General and Preventative Maintenance items can be addressed as required at each Meeting #2.
30. The Park Operator shall employ a preventative approach to maintenance and maintain accurate maintenance records to a standard and in such form as would normally be kept by a prudent operator. These records shall be reviewed at each Meeting #2 along with the Park Operator's maintenance plan for the year.

31. The Park Operator shall ensure that the staff member responsible for maintaining the park drinking water system holds a Small Water System Certificate from the Environmental Operators Certification Program (EOCP).
32. The Park Operator shall maintain the Southpark hand pump and ensure that Boil Water Notices are in place.
33. The Park Operator shall collect water samples from the Southpark hand pump and the Northpark drinking water standpipe every two weeks during the High Season. During Low Season, the Park Operator shall collect water samples on a monthly basis from the Northpark drinking water standpipe. In the event that the Park Operator chooses to operate camping in Southpark during the Low Season, they shall collect water samples from the Southpark hand pump on a monthly basis and post Boil Water Notices during that period. Water samples are to be delivered same day to the Island Health office in Parksville. All labour costs associated with water sampling are to be to the Park Operator.
34. On a daily basis, the Park Operator shall check the park generator oil and run time and maintain a log of results. The Park Operator shall contact the RDN without delay should the generator not perform as expected. As needed, the Park Operator shall replace generator oil, fuel and air filters at their cost. Twice a week and as per direction provided by the RDN, the Park Operator shall inspect the inverter batteries and log actions taken. The RDN is solely responsible for the handling of the inverter itself.
35. The Park Operator shall ensure that Park garbage including recycling is contained, stored and removed from the Park such that wildlife is not attracted to facility areas.
36. Following each Meeting #2, the RDN shall undertake an annual hazard tree assessment at the Park with input from the Park Operator, and identify required falling to be completed by the Park Operator. The Park Operator shall carry out any cleanup resulting from the required falling.
37. Where hazard tree removal is required but is beyond the abilities of the Park Operator to carry out, the RDN will pay fifty per cent of the cost of having a certified tree faller fall the trees.
38. Following each Meeting #2, the Park Operator and RDN staff shall jointly identify any required trimming and brushing to be carried out by the Park Operator. On a regular basis, the Park Operator shall ensure that Park Facilities, trails, roads, and signs are kept clear of vegetation.
39. The Park Operator shall maintain an inventory of all Park picnic tables and fire rings that shows year of acquisition and condition. All picnic tables shall be marked on the underside with inventory numbers. The inventory shall be reviewed at each Meeting #3.

### **General Safety and Security**

40. The Park Operator shall ensure the Park House is occupied on a continuous basis (365 days per year) for the duration of the Term and on-site security is provided for the entire park property on a daily basis. Use of the Park House is restricted to the Park Operator, their employees and contractors and no park users are permitted inside the structure. During Low Season, the Park shall not be left unattended on a regular basis or for more than six hours at a time. During High Season, the Park shall not be left unattended.

41. The Park Operator shall ensure there is a park representative on-site at both Northpark and Southpark in the evenings and overnight during July and August and on all holidays and long weekends during the remainder of the High Season.
42. The Park Operator shall ensure that the Park entrance gate is closed but not locked at night by 11.00 pm.
43. As long as overnight camping is underway in Southpark, the Park Operator shall ensure that the gate by the bridge over the Qualicum River is closed during curfew hours but not locked. If no camping is underway in Southpark, the bridge gate shall be kept closed and locked. The Park Operator shall monitor the gate at the southern boundary of the park property on a regular basis and advise the RDN if the south gate is found open.
44. The Park Operator shall take such reasonable steps for the protection of Park users and their property as necessary to mitigate or avoid any Hazards that arise during the Term. The Park Operator shall immediately erect temporary signage in the event a Hazard arises, and shall maintain the signage until the Hazard has been eliminated. The Park Operator shall report to the Regional District without delay any Hazards that the Park Operator cannot mitigate or resolve on an immediate basis.
45. The Park Operator shall ensure that all staff members have a current WorkSafeBC Level 1 First Aid Training Certificate and that a WorkSafeBC Level 1 first aid kit is readily available at the Park. The Park Operator shall develop an incident report form to be approved by the RDN, and report at each month's end about any medical matters dealt with at the Park. The Park Operator shall contact the RDN immediately if medical emergency personnel are called to the Park, and follow up with a written report within 24 hours.
46. The Park Operator shall aim for a quiet and peaceful park and campground operation. The Park Operator shall maintain records of trouble campers and ban repeated troublemakers from the campgrounds. The Park Operator shall use the incident form identified in Clause 45 to report at each month's end any security or public misbehaviour incidents at the Park. The Park Operator shall contact the RDN immediately if the RCMP are called to the Park, and follow up with a written incident report within 24 hours.
47. The Park Operator shall respond to written park user complaints first by telephone if possible and then in writing within 72 hours, with a copy to the RDN. As required, the Park Operator shall coordinate with the RDN on responses.
48. The Park Operator shall post public notices if bears or cougars have been observed hanging around the campgrounds and Park. During July and August, the Park Operator shall post conspicuous Swimmers Itch notices in day-use and campground areas, and verbally inform all campers of the Swimmers Itch risk and how it can be managed.
49. The Park Operator shall ensure the RDN-provided marine spill kit is put to use as required and components replaced as used. The Park Operator shall ensure boaters are made aware of the kit's availability and Park employees are trained in spill response procedures. Use of the spill kit shall constitute an incident to be reported on by the Park Operator as per Clause 46.

50. The Park Operator shall, from time to time and in consultation with the RDN, communicate with the owners of lands adjacent to the Park with respect to matters of mutual interest or benefit, including public access issues, nuisance and vandalism, security and emergency preparedness.

### **Fire and Other Emergencies**

51. The Park Operator shall ensure an S100 Basic Fire Suppression and Safety Course trained person is at the Park at all times from June through to the end of September and all other fire related conditions detailed in the RFP to Operate HLRP are met. The Park Operator is responsible for using the RDN-provided firefighting equipment in order to attack vegetation fires within the campground and park facility areas, and is not responsible for attacking structural fires, or fires situated in the undeveloped areas of the Park. After notifying emergency personnel about a fire, the Park Operator's first responsibility is to ensure the public is separated from the fire risk.
52. The Park Operator shall follow directives on the application and lifting of annual campfire and smoking bans at the Park. The Park Operator shall post signage provided by the RDN and ensure that all park users are informed and in compliance.
53. The Park Operator shall work with the RDN on staging fire drills in the Park campgrounds. At each Meeting #2, the Park Operator and RDN shall review the park fire equipment and ensure it is prepared adequately for fire season.
54. During fire season, the Park Operator shall pay particular attention to keeping the grass cut along roads and in high-risk areas.
55. In the event that Horne Lake flood levels threaten park structures and at the direction of the RDN, the Park Operator shall be responsible for clearing out the contents of all Park Structures with the exception of the drinking water and power system sea-can. Structure contents are to be removed from the park to higher ground for the duration of the flood risk.
56. The Park Operator shall work with the RDN on the development of an Emergency Plan for the Park. Emergency preparedness shall be reviewed by the RDN and the Park Operator at each Meeting #2.

### **Park Services and User Fees**

57. On a year-round basis, the Park Operator shall provide day-use, camping, boat launch and Associated Park Services such as small boat rentals, interpretive programs, programmed recreation and retail sales at the Park. Reduced levels of service may be offered during low season.
58. The Park Operator shall provide or facilitate the provision of Associated Park Services at the Park as agreed upon at each Meeting #2 and approved by the RDN; such approval shall not be unreasonably withheld. Reduced levels of the Associated Park Services may be offered during Low Season.
59. The Park Operator shall charge user fees for camping, extra vehicle parking at campsites, non-profit youth group camping and boat launching, and operate camping and boat-launching, in

accordance with Bylaw 1399, before applying taxes as applicable. The Park Operator shall pilot an RDN-approved regular group camping fee and site arrangement regime to be incorporated into Bylaw 1399 at its next update.

60. The Park Operator shall uphold the RDN's Park and campground, and boat operating rules as reviewed with the Park Operator at each Meeting #1 and posted for public notice on the RDN website.
61. No user fee or other cost or charge may be imposed for day-use parking or passive recreation at the Park.
62. The Park Operator shall collect from Park users and remit to the appropriate taxing authority any taxes that are applicable to the provision of goods or services sold within the Park.
63. The Park Operator shall refer all permit requests for Special Use of the Park to the Manager of Parks Services, liaise with the RDN on eligibility and conditions, work out a sustainable plan with the proponent and, if the permit is granted by the RDN, oversee the Special Use undertaking at the Park.
64. The Park Operator shall retain all fees collected from users of the Park for Park Services and Associated Park Services and any refunds from recyclable garbage left at the Park. In addition, the RDN shall transfer to the Park Operator all fees received by the RDN for Special Use of the Park.

#### **Park User Relations and Promotion**

65. The RDN shall develop and maintain the campground maps and brochures to be used by the RDN and the Park Operator for internal operational purposes as well as for public relations and reservations.
66. The Park Operator shall provide support and direction to the RDN regarding the initial setup and ongoing upkeep of an on-line reservation system for the Park. The RDN will be responsible for all on-line reservation system set-up fees and annual on-line reservation fees.
67. The Park Operator shall administer a campground reservation system for the Park; any transaction-related fees will be to the Park Operator.
68. The Park Operator shall establish, maintain and promote a Park information phone number. All inquiries shall be responded to within a minimum of 48 hours.
69. The Park Operator shall be responsible for all primary marketing and promotion of the Park and Park Services and Associated Park Services provided with the exception of the Destination BC Accommodations Guide ([www.helloBC.com/british-columbia/accomodations](http://www.helloBC.com/british-columbia/accomodations)) which will be the responsibility of the RDN. When promoting the Park, the Park Operator shall ensure that the whole Park name "Horne Lake Regional Park" is used. "Horne Lake Regional Park and Campground" is also acceptable. The Park Operator shall ensure that there are no contradictions between their published information and the information provided on the RDN web pages about

the Park. The Park Operator shall be prepared to review their annual marketing and promotion plan at each Meeting #1.

70. The Park Operator and the RDN shall address measuring Park user satisfaction with maintenance standards, Park Facilities and Park Services at each Meeting #1, and establish annual satisfaction goals.
71. The Park Operator shall ensure all employees dealing with Park users are knowledgeable about the lands and water at and around the Park and the portfolio of RDN parks and trails as well as promote the Park Services, Park Facilities and Associated Park Services offered at the Park and services and recreation programs in other local RDN parks and trails. Public use of other RDN parks and trails shall be encouraged by the Park Operator and RDN parks and trail information shall be featured at the Park in public displays.

### **Park Administration**

72. During the Term, the Park Operator shall keep and maintain accurate financial and accounting records, in a form that is in accordance with generally accepted accounting principles, of all revenues and expenditures in relation to the management, maintenance and operation of the Park. These records shall be open for audit and inspection by the RDN and its auditors upon 24 hours' notice to the Park Operator during regular business hours, and the RDN and its auditors may take copies and extracts therefrom.
73. The Park Operator shall ensure satisfactory vulnerable sector criminal record checks are obtained for all employees, licensees, contractors or volunteers engaged by the Park Operator to deal with Park users, and that the checks have been concluded before dealings with the public commence. The criminal record checks shall be made available to the RDN upon request.
74. The Park Operator shall ensure that they are registered in good standing with WorkSafeBC throughout the Term and that any contractors working at the Park are also registered in good standing with WorkSafeBC.
75. The Park Operator shall ensure that all personal information collected from Park users is handled and stored safely and securely so as not to infringe on the privacy rights of users. Copies of all original camper registration forms shall be turned over to the RDN at the end of Term.
76. The Park Operator shall provide the RDN with a written interim report on Park use by each September 15<sup>th</sup> of the Term. The report shall provide a brief summary of campground occupancy, rentals and sales, programmed activities and events offered and their attendance, incidents, and public feedback for the year-to-date.
77. The Park Operator shall provide the RDN with a written annual report on all Park operations for the previous calendar year by each February 1st of the Term. The report shall include the following:
  - (a) A statement of revenues (general and additional) and expenses (general operating, payroll and additional) for all business conducted at the Park;

- (b) Park user data in spreadsheet form on campground occupancy by site and by night showing occupancy rate by month;
- (c) A statement of personnel involved in the park by type of work completed;
- (d) Commentary on day-use, campground use, retail sales, and special park use, including a summary of potential future opportunities and improvements;
- (e) A summary of the programmed recreation and interpretive programs provided at the Park;
- (f) A list of incidents, complaints and written public feedback received by date;
- (g) A summary discussion of public safety, hazard management or environmental issues;
- (h) A list of maintenance and repair activities carried out;
- (i) A list of Park improvements completed; and
- (j) A summary of all marketing and promotions of the Park.

## **Insurance**

78. During the Term, the Park Operator shall at their sole expense obtain and maintain in force commercial liability insurance, including for personal injury, bodily injury and death resulting therefrom and property damage, in the amount of not less than \$5,000,000.00 per occurrence in respect of the management, operation and maintenance of the Park, and will include the Regional District of Nanaimo as an additional insured on that policy of insurance.
79. All policies of insurance required under this Agreement shall contain a cross liability clause and shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the RDN 30 days' written notice. The Park Operator shall be responsible for any deductible amounts payable under the insurance policies required to be obtained under this part.
80. As required by the RDN from time to time, the Park Operator shall provide the RDN with a copy of all policies of insurance required under this Agreement. The Park Operator shall, by February 1st of each year of the Term, provide the RDN with a certificate of insurance signed by an authorized representative of the insurer as evidence of such coverage for the following year, accompanied by evidence satisfactory to the RDN that the premiums in respect to that policy or policies have been paid.
81. The Park Operator shall throughout the Term, at their sole expense, maintain such insurance over vehicles (with the exception of the Fire Trailer owned by the RDN) used in Park operations as is required under *the Insurance (Motor Vehicle) Act of British Columbia*, with liability limits of \$1,000,000.00.
82. The Park Operator will be responsible for maintaining, at their sole expense, theft and fire insurance over all other equipment rented or owned by the Park Operator and used in Park operations, in addition to personal goods kept in the Park House.

### **Indemnities**

83. The Park Operator shall indemnify and save harmless the RDN, its directors, officers and employees from and against any and all manner of actions, causes of action, suits, damages, loss, costs, liens, claims and demands of any kind whatsoever which arise out of:
- (a) the negligence or wrongful acts or omissions of the Park Operator or their, employees, agents, contractors, licensees, invitees and volunteers in their management, operation or maintenance of the Park, or
  - (b) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement that is required to be fulfilled, kept, observed and performed by the Park Operator, or their employees, agents, contractors or licensees.

### **Performance**

84. Upon execution of this Agreement, the Park Operator shall provide the RDN with a performance deposit in the form of a certified cheque, performance bond, letter of surety or other similar assurance acceptable to the RDN in the amount of \$5,000.00 that will remain valid for the Term.

### **Termination**

85. If:
- (a) the Park Operator becomes bankrupt or insolvent, or makes an assignment or petitions for or enters into an arrangement for the benefit of creditors; or
  - (b) being an incorporated company or society, proceedings are begun to wind up or dissolve the Park Operator,

the RDN may immediately terminate this Agreement.

86. If the Park Operator is in default of the performance of any of its obligations under this Agreement, then the RDN may, by written notice to the Park Operator, require that such default be corrected within a period of 30 days. If within 30 days after receipt of such notice the default has not been corrected, or if the RDN has asked the Park Operator to correct a similar default twice before the RDN may, without limiting any other right it may have, immediately terminate this Agreement and cash-in the performance deposit referred to in Clause 84, in which case the Park Operator may retain the user fees that they are entitled to under the terms of this Agreement, less any costs incurred by the RDN in remedying or correcting the Park Operator's default.

### **Assignment**

87. The Park Operator may not assign this Agreement without the advance written consent of the RDN, of which the consent will not be unreasonably withheld.



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

88. The Park Operator acknowledges that as a contractor of the RDN, they are subject to the provisions and limitations under the *Freedom of Information and Protection of Privacy Act* with respect to the collection, use, and disclosure of personal information (as that term is defined under the *Freedom of Information and Protection of Privacy Act*). The Park Operator agree that they shall not collect, use or disclose personal information respecting Park users, except in strict accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*.

**Notice**

89. It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given if:

- (a) hand delivered at the time of delivery; and
- (b) mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

if to the RDN –

Recreation and Parks Department  
Oceanside Place  
830 West Island Highway  
Parksville, BC V9P 2X4  
Attention: Manager of Parks Services

if to the Park Operator –

**XXX**

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

### **Time**

90. Time is of the essence in this Agreement.

### **Interpretation**

91. That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
92. The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
93. This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
94. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
95. All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

### **Waiver**

96. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

### **Cumulative Remedies**

97. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

### **Entire Agreement**

98. This Agreement, when executed, will set forth the entire agreement and understanding of the parties as at the date hereof.

### **Further Assurances**

99. Each of the parties will do, execute or deliver or cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

**Amendment**

100. No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements, and undertakings set out herein will be of any force or effect unless they are reduced to writing and duly executed by all parties to this Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

Executed by the **REGIONAL DISTRICT OF NANAIMO** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by its authorized signatories: )  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Phyllis Carlyle )  
Chief Administrative Officer )  
)  
)  
)  
)  
)

\_\_\_\_\_  
Jacquie Hill )  
Corporate Officer )

Executed by **XXXX** this \_\_\_\_\_ day )  
)  
of \_\_\_\_\_, 2018, for the contractors:

\_\_\_\_\_  
)  
)  
)  
)

**SCHEDULE C  
FORM OF PROPOSAL**

**RFP Project Title:** Park Operator - Horne Lake Regional Park

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

RDN Representative: Elaine McCulloch

Address:

Regional District of Nanaimo  
Recreation and Parks Department  
Reception Counter, Oceanside Place  
830 West Island Highway, Parksville, BC V9P 2X4

- 1. 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 posted on the RDN Website and the BC Bid Website, and having attended the mandatory site meeting, and having full knowledge of the Services required, 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. I/We confirm** that the following schedules are attached to and form a part of this Proposal:  
  
Schedule C-1 – Proponent’s Experience, Reputation and Resources  
  
Schedule C-2 – Proponents Technical Proposal  
  
Schedule C-3 – Proponent’s Financial Proposal
- 3. I/We confirm** that this proposal is accurate and true to the best of my/our knowledge.
- 4. We confirm** that if I/we am/are awarded the contact, I/we will at all times be willing and are qualified to be the “prime contractor” in charge of safety as per Section 118 and 119 of the Workers Compensation Act (British Columbia) with respect to the Services.

**This Proposal** is submitted by this **[day]** day of **[month]**, **[year]**.

**I/We have the authority to bind the Proponent.**

\_\_\_\_\_  
(Legal Name of the Proponent)

\_\_\_\_\_  
(Legal Name of the Proponent)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**SCHEDULE C-1**  
**PROPONENT’S EXPERIENCE, REPUTATION AND RESOURCES**

Proponents should provide information on the following:

- a) Location of primary business, background, stability, structure of the Proponent and number of years the business has been operational;
- b) Proponent’s relevant experience and qualifications in delivering campground, park and/or conservation area operations similar to those required by the RFP;
- c) Proponent’s demonstrated ability to provide the Services (e.g. running a successful operation; planning and budgeting; working to maintenance standards; managing personnel including training, supervising, and ensuring worker safety; stewarding sensitive lands and waters; and delivering programmed recreation services);
- d) Proponent’s references (name and telephone number) for the principal operator and senior staff;
- e) Proponent’s financial strength (with evidence such as financial statements and bank references showing financial backing sufficient to underpin the proposed operation);

**SCHEDULE C-2**  
**PROPONENT’S TECHNICAL PROPOSAL**

Proponents should provide the following:

**(a) Provide an outline of purpose which explains the following:**

- Why the Proponent is applying for the park operator contract and what they hope to achieve in five years at HLRP;
- How the proponent will be able to deal with the financial and staffing stresses of a seasonal and weather-dependent business; and
- If not possible to deliver immediately, what services the proponent would like to work towards providing.

**(b) Business Plan**

- An organization chart showing principle operator and all other positions, with duties to be performed by each (described and quantified in terms of hours per week); Address how cover-off requirements will be met. Address staffing related to drinking water system duties and evening/overnight staffing in both Northpark and Southpark;
- How the operating team will be brought together, prepared for the job, and put in place;
- A list of the equipment, tools, goods and other resources that will be assembled in order to meet requirements and deliver services. Address how these will be achieved in terms of power, storage and security requirements;
- A full list of services and goods that will be offered at the park, including recreation. Address how these will be achieved in terms of power, storage and security requirements;
- How the transition to an online reservation system will be achieved and how it will be communicated to new and returning campers. Address power and internet requirements.
- How park services (e.g. firewood sales, boat rentals, programmed recreation) will be marketed to park users (e.g. campers and boaters);
- On outline of marketing, preventative maintenance, and safety plans.
- A description of the Proponent’s proposed transition plan. Provide a detailed start-up plan including proposed time frames and resources. Provide an exit plan that ensures continuation of service levels and minimal disruption to the RDN until the end of the contract.

**SCHEDULE C-3**  
**PROPONENT'S FINANCIAL PROPOSAL**

Proponents should provide a five-year projection of all revenues and expenses including a specific RDN subsidy proposal by year for each year of the five-year term if revenues are not projected to exceed expenses.