



City of  
Richmond

5097EOI

**REQUEST FOR EXPRESSIONS OF INTEREST –  
RETAIL SPACE OPERATOR FOR THE RICHMOND OLYMPIC OVAL**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **February 18, 2014 at 3:00pm local time, 2014** (the “Closing Date/Time”).

All queries related to this Request for Expression of Interest shall be submitted in writing to the attention of:

Julia Turick, Buyer II

Email: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

The deadline for all enquiries is **5:00 p.m., local time on, February 12, 2014.**  
The City and the Oval reserve the right not to respond to inquiries received after this deadline.

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## 1.0 Introduction

- 1.1. The City of Richmond, (the “City”) on behalf of the Richmond Olympic Oval (the “Oval”) invites Expressions of Interest (“EOI”) from qualified Respondents, who have the industry experience and expertise, and financial strength to operate retail space at the Oval under a 3 (three) year license agreement with an option to renew for 2 (two) additional years, not to exceed 5 (five) years in total.

## 2.0 Background

- 2.1. Home to long track speed skating during the 2010 Olympic and Paralympic Winter Games, the Richmond Olympic Oval has been transformed into a centre of excellence for sport, health and wellness. The facility offers its 5000+ members and visitors the following amenities:
  - a) 23,000 sq ft Fitness Centre;
  - b) 3 Fitness Studios, offering 50 classes per week including group strength, Zumba, indoor rowing, cycling and several disciplines of yoga;
  - c) 150,000+ sq ft activity level featuring two Olympic sized ice sheets, six hardwood courts, a track zone that includes a running track encircling a vast multi-purpose sports zone;
  - d) Climbing Wall;
  - e) Indoor Rowing and Paddling Centre;
  - f) 4,800 sq ft Performance Training Centre dedicated to the development of athlete and team training;
  - g) Outdoor plazas for the provision of events and sport and fitness programming;
  - h) *O Cafe*, a full-service food and beverage outlet and catering operation;
  - i) Child Minding Services;
  - j) Meeting Rooms and Flex Spaces;
  - k) Richmond Olympic Experience (opening in Fall of 2014); The Richmond Olympic Experience (the “ROE”) will offer an inspiring, interactive journey celebrating the Olympic Spirit and Olympic Movement, evoking memories of the 2010 Olympic and Paralympic Winter Games, Richmond’s role as an Olympic Venue City and telling the story of sport in Richmond through interactive displays, multimedia elements and exhibits.
- 2.2. Over the past 3 years (2011 – 2013) membership and overall visitation to the Oval has steadily risen. See Richmond Olympic Oval visitation summary table. In 2013, the Oval welcomed over 700,000 visitors through its doors that includes a combination of its 5,000+ membership base; drop-in visitors; program participants; sport competition athletes, coaches and spectators; non-sporting

special event participants and guests; tour groups and visitors; and school education program participants.

Year	2011	2012	2013
Overall Visitation	442,000	598,000	704,000

**Table 1: Richmond Olympic Oval Visitation Summary**

- 2.3. The Oval is seeking to expand its offerings and build retail space to support its programs, services and amenities.
- 2.4. Accordingly, the Oval is now seeking a retail operator to manage and operate the retail space.
- 2.5. The successful Respondent will operate a retail space at the Oval that will take into consideration:
- a) Sale of Richmond Olympic Experience, International Olympic Committee, and Richmond Olympic Oval branded merchandise;
  - b) Sale of various sports and fitness apparel and equipment for visitors and Oval members. Sports and fitness apparel and equipment brands must be approved by the Oval;
  - c) Seamless integration with Oval day to day operations at the Oval, as well as coordination during special events;
  - d) Retail staff (employed by the Respondent) are knowledgeable of the Richmond Olympic Experience exhibition, general day to day operations at the Oval, and future special events.

### 3.0 Key Dates

- 3.1. In order to assist Respondents, following are the Key Target Dates and Events with respect to this RFEOI process. Such dates are not guaranteed and may change based upon circumstances.

Event	Date
1. EOI issued	January 30, 2014
2. Inquiries received up to	February 12, 2014
3. Closing Date for submission	February 18, 2014

### 4.0 Definitions

- a) “Closing Time” means the closing date, time, and place as set out in subsection 11.1 of this EOI;

- b) “Contract Documents” means the Respondent’s Response, the EOI and such other documents as applicable, including the Oval’s facility rental agreement, all amendments or addenda agreed between the parties;
- c) “Contract” or “Agreement” means the agreement formed between the Oval and the Contractor as resulting from this EOI, executed by the Richmond Olympic Oval and the Contractor and evidenced;
- d) “EOI” or “Expression of Interest” means this EOI, inclusive of all appendices and any addenda that may be issued by the City and the Oval;
- e) “G.S.T.” means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- f) “Lead Respondent” is the Respondent whose Response, as determined through the evaluation criteria described in this EOI, provides the best overall value in meeting the requirements of the EOI, and with whom a Contract will be considered;
- g) “Olympic Marks” means Symbols adopted and used by Vancouver Organizing Committee For The 2010 Olympic And Paralympic Winter Games (“VANOC”) or the Canadian Olympic Committee (“COC”) or the INTERNATIONAL OLYMPIC COMMITTEE (“IOC”) or otherwise connected with or relating to, or indicating an association or relationship with, any of VANOC, the COC or the IOC, the XXI Olympic Winter Games or any other Olympic games, the Olympic Movement, or a Canadian Olympic team, including without limitation the Olympic Symbol, the 2010 Olympic Emblem, and the official marks 2010 and Vancouver and “Olympic Mark” means any of them;
- h) “Olympic Symbol” means the five interlaced rings of equal dimensions, used alone, in one or in five different colours, which are, from left to right, blue, yellow, black green and red and interlaced from left to right with the blue, black and red rings situated at the top and the yellow and green rings situated at the bottom;
- i) “Oval” means the Richmond Olympic Oval, generally known as the Richmond Olympic Oval Corporation in British Columbia, Canada;
- j) “Oval’s Designated Representatives” means Oval’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the Richmond Olympic Oval Corporation (the “Oval Corporation”) in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
- k) “Project” means the scope of Work and Requirements described in this EOI;
- l) “Respondent” means an individual partnership, corporation or combination thereof, including joint ventures or a company that submits, or intends to submit a Response to this EOI;

- m) “Response” or “Submission” means a submission submitted by a Respondent in response to this EOI;
- n) “Requirements” means all of the specifications, requirements and services set out in the EOI that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Contractor must provide;
- o) “RFP” or “Request for Proposal” means request for proposal;
- p) “Services” means the same as “Work”;
- q) “Successful Respondent” means the same as “Consultant”
- r) “Symbol” means any word, slogan, expression, abbreviation, representation, trademark, trade name, title, logo, design, designation, emblem, sign, insignia, crest, symbol, badge, internet domain name or Internet uniform resource locator (URL);
- s) “Venue” means the site where the Work is being performed at 6111 River Road in Richmond, British Columbia, unless otherwise stated in this EOI; and,
- t) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Respondent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

## 5.0 Deliverables and Duties

- 5.1. The Successful Respondent will be expected to provide a number of deliverables and duties including, but not limited to:
  - a) Develop and prepare a merchandising plan in alignment with the Oval and ROE requirements. Please see the attached list of the proposed items envisioned to be sold in the retail space. It is the responsibility of the successful Respondent to prepare an effective merchandising plan from the list based on their industry experience and expertise;
  - b) Develop and prepare a retail space layout and furnishing plan which details the storage, layout and display of merchandise, in coordination with the Oval retained architect. It is the responsibility of the successful Respondent to provide guidance and work with the architect in developing and preparing the retail space layout and furnishing plan, based on their industry experience and expertise;
  - c) Supply and stock retail space with merchandise, based on the Oval approved merchandising plan prepared by the successful Respondent;
  - d) A Point of Sale system and software;
  - e) An Inventory management and tracking system, and software;

- f) Supply and install security system. Proposed system to be reviewed and approved by the Oval prior to installation;
- g) Develop retail space operation plan in coordination with the Oval (Staffing requirements, hours of operations, etc.). Retail space operation plan must be approved by the Oval prior to implementation;
- h) Day to day management and operations of retail space;
- i) Supply and install all necessary equipment and supplies. All equipment installed for use must be new and of the latest technology;
- j) Marketing and advertisement plan.

## 6.0 Oval Provided Items and Services

6.1. In order to complete the requirements, the Oval will provide the Successful Respondent with the following items or services:

- a) Approximately 2,500 square feet of retail space;
- b) Design and construction of pre-determined retail space partitioning within the Oval;
- c) Design assistance and basic furnishing of retail space, including modular shelving units and cabinetry that can be reconfigured. It is the responsibility of the Operator to supply any additional furnishing that they require beyond the basic furnishing supplied by the Oval;
- d) Access to Olympic branded merchandise from the International Olympic Committee for retail within the space provided by the Oval;
- e) Assistance in advertisement of the retail space in coordination with advertisement for the Richmond Olympic Experience and the Oval.

## 7.0 Project Schedule

7.1. To further assist Respondents, the following target dates are provided for informational purposes only and are subject to change based upon circumstances:

TASK	DATE
Design Completion of Retail Space*	Jan 31, 2014
Successful Respondent selected for Retail Space Operations	Feb 28, 2014
Start of Construction of Retail Space	April 1, 2014
Finalize design for retail space layout and furnishing plan	April 30, 2014
Finalize retail space operation plan	April 30, 2014
Completion of Retail Space Construction and Furnishing	Aug 31, 2014
Installation of POS, Inventory and security equipment and software	Sept 15, 2014

Supply and stock merchandise into retail space	Sept 15, 2014
Proposed Opening of Retail Space	Oct 1, 2014

**\*Completion of retail space design at this date is for the partitioning of the retail space, and does not include the furnishing plan and design**

## 8.0 Requests for Proposals

- 8.1. Respondents, who are pre-qualified as a result of this EOI process, may be invited to submit Proposals, if required, to a Request for Proposals (“RFP”) from the City and the Oval. The City and the Oval anticipates that, if required, the RFP will be distributed two to three weeks following the completion of the EOI evaluation process.

## 9.0 Submission Materials to this EOI

- 9.1. Responses submitted should be no more than 20 (twenty) pages (ten double sided cumulative) in length, not including appendices, and should adhere to the following structure – including section title and order as indicated below:

### **SECTION A: Cover Letter and Executive Summary**

- a) This covering letter referencing the EOI number and title should clearly state the Respondent’s understanding of the services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Respondent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Respondent to statements made in response to this EOI.
- b) The executive summary should provide a synopsis of your overall approach and key points in your Response.

### **SECTION B: Table of Contents**

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

### **SECTION C: Experience, Reputation, and Resources**

- a) Provide sufficient information that demonstrates the Respondent’s experience, retail industry knowledge and expertise, reputation, and availability of resources, including the ability to meet Requirements of this EOI, qualifications and competencies, track record, references of current and former clients for types of services described in this EOI.
  - i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers.



- ii. Any other name(s) Respondent is, or has, been doing business under.
- iii. Location of head office and subsidiary offices, as applicable; number of employees;
- iv. A corporate profile of the Respondent outlining their history, philosophy and target market;
- v. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Respondent's experience with providing the types of services required by this EOI;
- vi. Detailed information of the Respondent's years of relevant experience in providing the services required by this EOI;
- vii. Provide confirmation of ability to meet the project schedule;
- viii. List of custom merchandise wholesalers and suppliers that the Respondent regularly does business with;
- ix. Financial statements for the last two calendar or fiscal years to demonstrate the Respondent has the financial capacity to meet the Oval's retail space requirements.

#### Part 2: Additional Information

- i. In this section, Respondents may provide any additional comments about their experience, capacity, and resources which they feel would be informative and beneficial to the City and the Oval.

#### Part 3: References

- i. Respondents should provide a list of former and current references for all customers for whom the Respondent has provided the similar services required in this EOI, with an emphasis on similar type facilities or organizations, for the past 5 (five) years). Respondents should include a brief ½ page summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City and the Oval may, during the evaluation process, contact the references to confirm statements made in response to this EOI.

### **SECTION D: FINANCIAL PROPOSAL**

- a) In this section, provide detail on which of the below financial proposals is being offered to the Oval:
  - i. Percent commission on sales;
  - ii. License payment option. Provide amount you will pay the Oval as a license payment. The lease payment will remain firm for the duration of the License;

- iii. Alternative Option – Respondent to clearly describe an alternate Financial Proposal option.
- b) Indicate frequency of payments to the Oval.
- c) Respondents may also provide any additional comments regarding their proposed fees which they feel would be informative and beneficial to the Oval or provide alternate fee schedule options.

#### **SECTION E: WORKSAFE, INSURANCE(S), BUSINESS LICENSE**

- a) In this section Respondents should provide:
  - i. Confirmation of WorkSafe BC coverage. Respondents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
  - ii. Confirmation of Required Insurance (See section 9.1 of [http://www.richmond.ca/\\_shared/assets/General\\_Conditions\\_for\\_Consulting\\_Services\\_Provided\\_to\\_the\\_City28608.pdf](http://www.richmond.ca/_shared/assets/General_Conditions_for_Consulting_Services_Provided_to_the_City28608.pdf))

#### **10.0 Evaluation of Responses**

- 10.1. All Responses will be evaluated for their compliance and suitability with respect to the requirements of the City and the Oval by a committee composed of Oval staff or designates, which may include 3rd party respondents.
- 10.2. The City and the Oval will review the Responses submitted to determine whether, in the Oval's opinion, Respondents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this EOI.
- 10.3. The City and the Oval, in its sole discretion, may conduct any inquiries, clarifications or investigations on any or all of the Responses, without having any duty or obligation to do so for all, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Response and may seek clarification from the Respondent's clients regarding any financial and experience issues.
- 10.4. Responses will be evaluated on the basis of the overall best value to the City and the Oval based on quality, service, price and any other criteria set out herein including, but not limited to:
  - a) Understanding of project objectives/outcomes and vision;
  - b) Capability of the firm to complete the Work, company reputation and resources; experience and qualifications of those staff to be assigned to the Work.
  - c) Business and industry expertise as well as ability to demonstrate the required skills and experience in providing and completing the Work;

- d) Quality of references; In particular, the proponent's ability to communicate and work effectively with stakeholders will be reviewed;
  - e) Ability to complete deliverables within the Oval's stated schedule as per Section 7 – Project Schedule;
  - f) Financial proposal;
  - g) Clarity and brevity of the Response.
- 10.5. Preference may be given to Submissions offering innovative methodology, those that require the least impact to Oval resources, and environmentally beneficial goods or services.
- 10.6. Respondents may be interviewed by the City and the Oval. Each Respondent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.
- 10.7. Reference checks may also be conducted by the City and the Oval.
- 10.8. The City and the Oval may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Respondents without having any duty or obligation to advise any other Respondents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City and the Oval shall have no liability to any other Respondent as a result of such negotiations or modifications.

## **11.0 Submission Details**

- 11.1. 2 (two) hard copies, and 1 (one) electronic copy (on a CD ROM or memory stick) of Responses marked "5097EOI – Retail Space Operator for the Richmond Olympic Oval" and addressed to the Purchasing, will be received at the Front Desk Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, 3:00pm local time February 18, 2014.
- 11.2. Responses received after this time may be returned unopened.
- 11.3. Hard copy and electronic copy submissions shall be identical to each other and in the same file format (i.e. Excel, word).
- 11.4. Responses should be submitted in a sealed envelope or package and shall be marked with the Respondent's name and the EOI title.
- 11.5. Amendments to a Response may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Respondent's name and the EOI title to the address indicated in Section 11.1.

- 11.6. Responses already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Manager's office prior to the Closing Time.
- 11.7. Any and all costs associated with the preparation and submission of the Response, including any costs incurred by the Respondent after the Closing Time, will be borne solely by the Respondent.
- 11.8. By submitting a Response, the Respondent acknowledges and agrees that the City and Oval will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Respondent as a result of or arising out of submitting a Response for the proposed Contract, or due to the Oval's and the City's acceptance or non-acceptance of their Response or any breach by the City and the Oval of the bid contract between the City and the Oval and each of the Respondents or arising out of any contract award not made in accordance with the express or implied terms of the Response documents.

## **12.0 Review of Submissions**

- 12.1. The City and the Oval will review the EOI submitted to determine whether, in the City and the Oval's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this EOI.

## **13.0 Enquiries and Addenda**

- 13.1. Clarification of terms and conditions of the EOI document and EOI process and all other inquiries shall be directed to:

Julia Turick  
Buyer II  
City of Richmond

Email: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

- 13.2. The City and the Oval, its agents, consultants, elected officials and employees shall not be responsible for any information given by way of oral or verbal communication.
- 13.3. The, City and the Oval will only respond to questions that are submitted in writing. Any questions that are received and answered by that affect the EOI process, any interpretation of, additions to, deletions from, or any other corrections to the EOI document, may be issued as written addenda by the City and the Oval. It is the sole responsibility of potential Respondents to check the following website to ensure that all available information has been received prior to submitting a Response:
  - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

- 13.4. The decision to issue or not issue an addendum is entirely at the sole discretion of the City and the Oval.
- 13.5. The deadline for inquiries for this EOI is 5:00 p.m., local time on February 12, 2014. The City and the Oval reserves the right not to respond to inquiries received after this deadline.
- 13.6. Each addendum will be incorporated into and become part of the EOI document. No amendment of any kind to the EOI is effective unless it is contained in a written addendum issued by the City and the Oval.
- 13.7. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City and the Oval. Notwithstanding the foregoing or any other provision of these Documents. The City and the Oval may at its sole discretion elect to retain for consideration Responses which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this EOI.

#### **14.0 Notifications**

- 14.1. Following the Closing Time, the City and the Oval will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their Response under an RFP process, if required.
- 14.2. The City and the Oval will not approve any change in the structure of formation of a short listed Respondent.
- 14.3. The City and the Oval may unilaterally take the following actions, and shall not be liable for any such actions:
  - a) Amend the scope and description of the services to be procured under any EOI process as described in this EOI, and the qualifications that may be required to meet those requirements. In such event, Responses may be invited from those Respondents who meet the resulting amended requirements;
  - b) Reject or accept any or all Submissions;
  - c) Cancel the EOI process at any time and reject all Responses; or
  - d) Cancel the EOI process and recommence with an RFP with the same or an amended set of documents, information and requirements.
- 14.4. **Subsequent to the receipt and review of the Responses, the City and the Oval reserves the right, in its sole discretion, to issue an RFP for all or part of the requirements described herein or to enter into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its' entirety.**
- 14.5. The Respondent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any

Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City and the Oval have no contractual obligations whatsoever arising out of the EOI process.

- 14.6. The Respondent acknowledges and agrees that the pre-qualification of a Contractor pursuant to this EOI is only a preliminary step in the City and the Oval's procurement process. Each successful Respondent will be evaluated further under any subsequent RFP (if required) evaluation process.

## **15.0 Information Disclaimer**

- 15.1. The City and the Oval, including its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to any Respondent pursuant to this EOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City and the Oval with respect to information, advice, or documentation provided by the City and the Oval. The information contained in this EOI is provisional and will be superseded by other agreement documents.
- 15.3. The City and the Oval makes no representation, warranty, or undertaking of with respect to this EOI and the City or the Oval, its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City and the Oval.
- 15.4. While the City and the Oval has made considerable efforts to ensure an accurate representation of information in this EOI, the information contained in this EOI is supplied solely as a guideline for the Respondent and is not necessarily comprehensive or exhaustive. Nothing in this EOI is intended to relieve the Respondent from forming its own opinions and conclusions in respect of the matters addressed in the EOI.

## **16.0 Intent to Enter Into an Agreement**

- 16.1. By submission of a EOI, the Respondent agrees that, should it be identified as the successful Contractor, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's response to this EOI.

**17.0 Modification of Terms**

17.1. The City and the Oval reserve the right to modify the terms of this EOI at any time at its sole discretion. This includes the right to cancel this EOI at any time without liability to any Respondent.

**18.0 Ownership of Submissions**

18.1. All documents submitted to the City and the Oval, including the EOI, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 22.0.

**19.0 Right to Not Accept Any Expression of Interest**

19.1. The City and the Oval reserves the right to not accept any EOI and is not bound to enter into an agreement with any Respondent or issue a Request for Response. In the event that no EOI is selected, the City and the Oval will declare the EOI terminated, in which case the City and the Oval reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

**20.0 No Commissions**

20.1. The City and the Oval will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

**21.0 Use of this Request for Expressions of Interest**

21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of EOI.

**22.0 Confidentiality, Freedom of Information and Protection of Privacy**

22.1. All submitted EOI's shall become the property of the City and the Oval. The City and the Oval reserves the right to release information to the public about the EOI received and any agreement(s) entered into. As the property of the City and the Oval, EOI will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this EOI is confidential and must not be disclosed without written authorization from the City and the Oval.

**23.0 No Claim for Compensation of Expenses**

- 23.1. The City and the Oval is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.
- 23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City and the Oval. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

**24.0 Conflict of Interest**

- 24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the EOI.

**25.0 No Solicitation**

- 25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City and the Oval, concerning the Respondent's EOI, the City and the Oval reserve the right to reject the Respondent's Response to this EOI.

**26.0 No Lobbying**

- 26.1. From the date on which this EOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 13.1 – Enquires and Addenda.

**27.0 Publicity**

- 27.1. Respondents must not issue any news release or other public announcement that discloses details of this EOI, or the Respondent's Response to this EOI, without the prior written consent of the City and Oval.

**28.0 Freedom of Information and Protection of Privacy Act (BC)**

- 28.1. Respondents should note that the City and the Oval is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's and the Oval's Consultants to protect all personal information acquired from the City and the Oval in the course of providing any service to the City and the Oval.



**Richmond Olympic Experience Project – Proposed Retail Space Items**

ROE and/or Oval Branded		Oval Branded
<ul style="list-style-type: none"> <li>• Activity books (colouring books with Olympic info, mascots, artefacts)</li> <li>• Advil/aspirin/antihistamine</li> <li>• Artistic renderings and high-res photos of Oval and ROE exhibits</li> <li>• Balls (bouncy and beach)</li> <li>• Batteries</li> <li>• Books (cook, other print)</li> <li>• Bottle openers</li> <li>• Calendars</li> <li>• Cards</li> <li>• Low cost digital cameras</li> <li>• Clothing</li> <li>• Coin holders</li> <li>• Coins</li> <li>• Collapsible water bottles</li> <li>• Crayons/pencil crayons</li> <li>• DVDs on the Olympic movement</li> <li>• Flashlights</li> <li>• Flip flops</li> <li>• Golf balls</li> <li>• Hats (adult and children sizes)</li> <li>• Headphones</li> <li>• Hockey pucks</li> <li>• Hoodies</li> <li>• Jewelry</li> <li>• Key chains</li> <li>• Lanyards</li> <li>• License plate covers</li> <li>• Lip balm</li> <li>• Luggage tags</li> <li>• Magnets</li> <li>• Mascots</li> <li>• Memory sticks/SAN cards</li> <li>• Mini basketballs, volleyballs, soccer balls</li> <li>• Mini hockey sticks</li> <li>• Mini replicas of artefacts (i.e. torches)</li> <li>• Olympic literature and coffee table books</li> <li>• Olympic merchandise (upcoming Games)</li> <li>• Olympic posters</li> <li>• Pencils, Pens, Pins, Playing cards</li> </ul>	<ul style="list-style-type: none"> <li>• Postcards</li> <li>• Re-usable cloth/synthetic bags</li> <li>• Scarves</li> <li>• ‘Shake’ Globes</li> <li>• Socks (athletic)</li> <li>• Stickers</li> <li>• Stones, gems crystals</li> <li>• Stress balls (Olympic related)</li> <li>• Sunglasses</li> <li>• Sunscreen</li> <li>• T-shirts (regular &amp; performance (dri-fit))</li> <li>• Team Canada (COC) uniforms &amp; branded items</li> <li>• Umbrellas</li> <li>• USB jump drive sticks</li> <li>• Wallets</li> <li>• Water bottles</li> <li>• Westcoast themed items</li> </ul>	<ul style="list-style-type: none"> <li>• Activity books</li> <li>• Balls</li> <li>• Batting cage vouchers</li> <li>• Cook books</li> <li>• Frisbees</li> <li>• Hair ties</li> <li>• Hats</li> <li>• Hockey pucks</li> <li>• Hockey tape</li> <li>• Hoodies</li> <li>• Massage ball</li> <li>• Massage roller</li> <li>• Mouth guards</li> <li>• Neck guards</li> <li>• Oval gift certificates/gift cards</li> <li>• Oval models</li> <li>• Shoe laces</li> <li>• Shorts</li> <li>• Skate laces</li> <li>• Skate sharpening vouchers</li> <li>• Skate stones</li> <li>• Socks (athletic &amp; hockey)</li> <li>• Sports equipment</li> <li>• Stress balls/oval replicas</li> <li>• T-shirts</li> <li>• Track-spikes</li> <li>• Water bottles</li> <li>• Yoga mats</li> <li>• Shower towels</li> <li>• Yoga Mat towels</li> </ul>