

The District of Stewart has lands available for lease and invites proposals for its use.

Legal Description Lot A, Plan EPP95147, DL 443, Cassiar Land District
PID: 031-318-240 ROLL: 25-82-340-00021.401

Lot Size 1.546 acres or 0.625644 hectares

Tax Classification Class 6 Business Land and Improvements

2026 Property Assessment Land: \$129,000

See the attached additional information, including:

- Details of Request for Proposal
- Map of site area
- Sample (draft) lease agreement

DELIVERY OF PROPOSALS:

Proposals must be in English and must be submitted using one of the submission methods below and must include a copy of this cover page that is signed by an authorized representative of the Proponent

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to jmolnar@districtofstewart.com

Copy Submission: Proponents may submit 1 hard-copy of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**PO Box 460
705 Brightwell Street
Stewart, British Columbia, Canada V0T 1W0
Attention: Joanne Molnar, Chief Financial Officer**

Regardless of submission method, proposals must be received before Closing Time to be considered. A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND: The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT LEGAL NAME (please Print):

NAME OF AUTHORIZED REPRESENTATIVE AND TITLE (please print):

SIGNATURE: _____

DATE: _____

DETAILS OF THE OPPORTUNITY

1.1 Expression of Interest for the lands located on Main Street in Stewart BC

The District of Stewart has commercial land available for lease and invites proposals for its use. The Lot Size is 1.546 acres or 0.625644 hectares in size and is shown in Figure 1

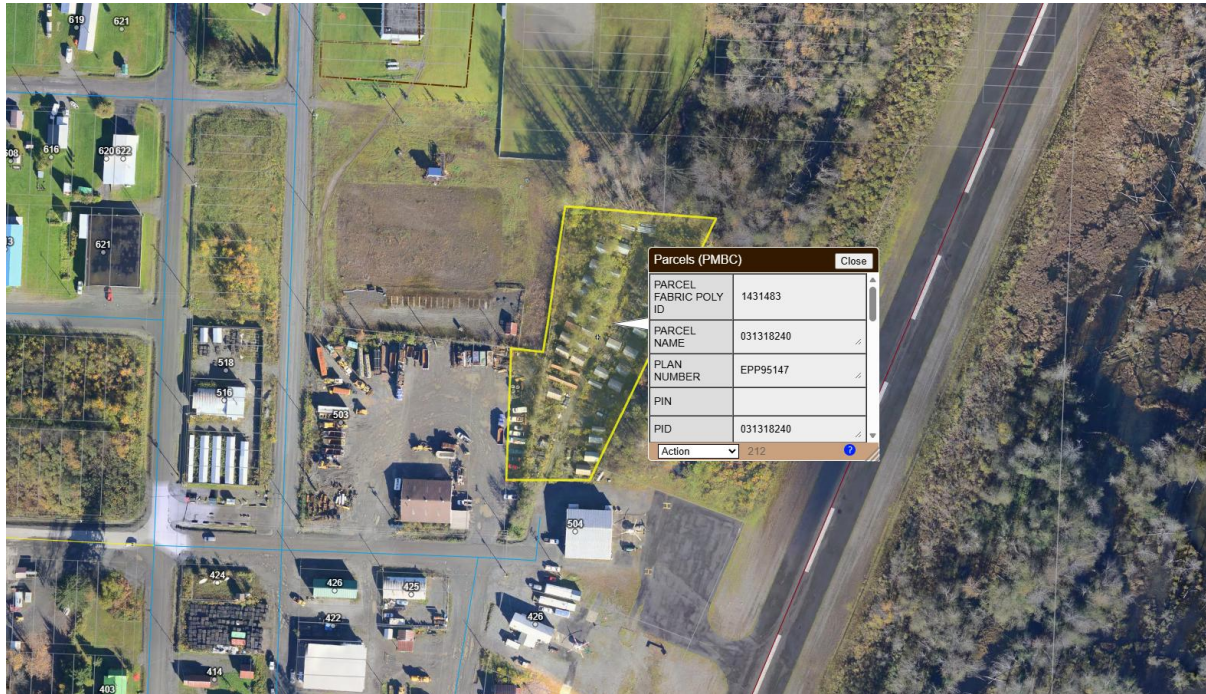


Figure 1

1.2 PROPOSED USE

The land has previously been used as a storage site for core boxes and other related items related to mining activities. Proposals can be for continuation of this use, or for any other use compatible with the site.

A site visit is not mandatory, but proponents are encouraged to make themselves familiar with the site area prior to providing a proposal.

The proposal can be for a portion of the site; however, access to the remainder of the site area must be maintained.

Use of the site must be compatible with all applicable environmental and safety legislation, and the District of Stewart bylaws. If debris or waste materials are expected as a result of the proposed use of the site, this will need to be identified, and appropriate management will be required.

1.3 IMPROVEMENTS

Any improvements on the site area will become the property of the District of Stewart, unless otherwise specified.

All liabilities, safety, environmental or otherwise, created through the use of or modification to the site area will be the responsibility of the proponent.

1.4 SECURITY DEPOSIT

Financial security in the form of deposit or bond will be required. The security shall be available to the District of Stewart to offset any rent payable, damage repairs, and/or other outstanding obligations. The balance on the security will be returned to the lessee with interest upon termination of agreement. Any remaining outstanding payable amounts shall be invoiced to the lessee and become payable immediately.

The security will not replace the obligation to deal with any liabilities incurred arising from the site operations.

1.5 LEASE

A sample lease is provided, which outlines some of the expectations, terms and conditions. The final lease form, terms and conditions shall be determined upon proposal acceptance.

1.6 MANAGEMENT PLAN

May be required, depending on use of site.

1.7 TERM

The proposed Lease term is between three (3) to five (5) years, with an option to extend the lease for an additional term, subject to mutual agreement.

The District will consider proposals for varying term timelines.

1.8 PROPOSAL REQUIREMENTS

Content requirements for the Proposal are:

- 1.) Cover letter including the Proponent's legal name and address, indicating willingness to enter into a Lease Agreement as per this RFP document and the Proponent's proposal, signed by a duly authorised signatory of the Proponent.
- 2.) Proposal document, indicating:
 - A. Use: Proposed use(s) of the Lease Area
 - Detailed summary of proposed use of site
 - Description of that portion of the Site Area required for the proposed use(s), if entire site is not required
 - Commitment to provide access to the remainder of the Lot Area, if necessary

B. Term:

- Term preference
- Potential interest in term extension
- Alternatives to the above

C. Benefits: Description of potential benefits of the proponents proposed site use and proposal

- Financial - any benefits proposed to be payable to the District in addition to monthly rent payments
- Economic – direct jobs created, extent of use of local materials and supplies
- Social and Cultural – community presence and participation
- Environmental – measures that may contribute to environmental protection
- Other – the proponent may purpose additional benefits

D. Impact: Description and considerations of environmental, community, or individual impacts

- Short-term impacts and proposed mitigations
- Long-term impacts and proposed mitigations

E. Management Plan and Policies:.. Commitment to provide if required, based on proponents proposed use

- A Management Plan acceptable to the District, i.e. substantially consistent with Sections 2.0 through 6.0 of the BC Government “*Management Plan Application Guidance Document*”
- Policies and procedures, whether operational or administrative, related to implementation of the Management Plan and/ or mitigation of the impacts noted above.

F. Lease Agreement:

- Confirmation of acceptance in principle of the terms of the draft Lease Agreement provided with this RFP, plus
- Discussion of topics that may result in possible additions or deletions to the draft Lease Agreement.

G. Insurance: Commitment to have and maintain insurance coverages necessary to carry out the proposed use(s)

- General Comprehensive (minimum \$5 million, District of Stewart to be a named additional insured),
- Errors and Omissions (minimum \$2 million)
- WorkSafe coverage
- Other coverages, as related to the proposed use (e.g. Firefighting).

H. Security Commitment:

- Provide financial security appropriate to the proposed use of the site usage (amount to be determined)
- At the end of the Lease Agreement, or in the event of a suspension of use of the site, leave the lands in a condition similar or better than that at the start of the Lease Agreement.

I. Current Information: Provision of current information

- Full legal name and address
- Business number
- WorkSafe number and safety certificates, as applicable
- Insurance provider(s) and current coverage(s)
- Contact name and information for dealings related to this Proposal.

The District of Stewart will evaluate the Proposals within two weeks of the Closing Date and identify up to three front-runners, based on:

1. Clarity of the Proposal
2. Completeness of the proposal
3. Proposed Use
4. Benefits
5. Description of Impacts and Mitigations
6. Any proposed alternatives
7. Past compliance with lease agreements

The District may follow up with the front-runner(s) for additional clarifications prior to discussing entering into Lease Agreement.

Any questions with respect to this RFP may be sent by email, with “*Question regarding DOS Main Street RFP*” in the subject line, to Joanne Molnar (jmolnar@districtofstewart.com) up to four days prior to the closing date for this RFP.

Proposals are to be received at the District of Stewart no later than **2:00 pm** on the Closing Date of **July 15, 2026**.

Proposals may be submitted via:

hardcopy format, in a sealed envelope labelled “*District of Stewart Main Street RFP Submission*” delivered to PO Box 460, 705 Brightwell Street, Stewart BC V0T 1W0, or

emailed to Joanne Molnar (jmolnar@districtofstewart.com) in .pdf format, with “*District of Stewart Main Street RFP Submission*” in the subject line.

2 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

- “Addenda” means all additional information regarding this RFP including amendments to the RFP;
- “BC Bid” means the BC Bid website located at www.bcbid.ca;
- “Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;
- “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- “Contract” means the written agreement resulting from the RFP executed by the District and the successful Proponent;
- “Contractor” means the successful Proponent to the RFP who enters into a Contract with the District;
- “RFP Contact” means the individual named as the contact person for the District in the RFP;
- “must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;
- “Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, which submits a proposal in response to the RFP;
- “proposal” means a written response to the RFP that is submitted by a Proponent;
- “Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda;
- “should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the Request for Proposals;

2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda. A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal.

A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound.

For proposals submitted via BC Bid attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

2.3 Submission of Proposals

- a. Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the District receives a complete Proposal, including all attachments or enclosures, before the Closing

2.4 Time

- b. For electronic submissions, the following applies:
 - I. The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
 - II. The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
 - III. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
 - IV. For email proposal submissions sent through multiple emails the District reserves the right to seek clarification or reject the proposal if the District is unable to determine what documents constitute the complete proposal;
 - V. Attachments must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c. For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- d. The District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- e. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer.

- f. While the District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the District's mail system rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time.

The Proponent is strongly advised to contact the RFP Contact immediately to arrange for an alternative submission method if the Proponent's email proposal submission is rejected by the District's mail system. 2.4 Additional Information All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

2.6 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time.

2.7 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

2.8 Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals.

Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the District for purposes of clarification.

2.10 Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP.

This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the RFP Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

2.11 Subcontractors

- a) Unless the RFP states otherwise, the District will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract.

The District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.

- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP.

This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the RFP Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any

circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of the District.

2.12 Evaluation

- a) Proposals will be assessed in accordance with the evaluation criteria. The District will be under no obligation to receive further information, whether written or oral, from any Proponent. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

2.13 Contract

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the District.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

2.14 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the District within thirty days of notification of the successful Proponent, the District may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

2.15 Debriefing

The District is by no means required to notify Respondents who were not selected as the Preferred Respondent, nor debrief with them.

2.16 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the District, if any. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.17 Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

2.18 Liability for Errors

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

2.19 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the District in any way to award a Contract.

2.20 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.21 Legal Entities

The District reserves the right in its sole discretion to:

- a) disqualify a proposal if the District is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the District that it is the same legal entity that submitted the Proponent's proposal; and

2.22 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;

- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

2.23 Ownership of Proposals

All proposals and other records submitted to the District in relation to the RFP become the property of the District and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the RFP, will be held in confidence.

2.24 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

2.25 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a proposal.

2.26 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

2.27 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors.

PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP to receive full consideration during evaluation. The following format, sequence, and instructions should be followed to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the “Proponent Response”.
- e) Appendices, appropriately tabbed and referenced, if necessary.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

4 EVALUATION

4.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria

- a) The proposal must be received at the Closing Location before the Closing Time.
- b) The proposal must be in English.
- c) The proposal must be submitted using one of the submission methods set out on the cover page of the RFP

4.2 Weighted Criteria

Proposals meeting all the mandatory criteria will be further assessed against the following weighted criteria. Weighted Criteria	Point Weight
Clarity and Completeness of the proposal	15%
Proposed Use	30%
Benefits	30%
Description of Impacts and Mitigations	10%
Proposed alternative	5%
Past compliance history	10%