



MUNICIPALITY OF CROWSNEST PASS

Request for Proposal #02/18

**Food Services Contractor
Lower Floor Food Services Facility**

Coleman Sports Complex

For the period of December 15th, 2018 to December 31, 2019

Closing Location:

Crowsnest Pass Municipal Office
8502 - 19th Avenue Coleman, Alberta

Closing date and time:

The Municipality of Crowsnest Pass requires two (2) complete copies of each proposal be received by
2:00 pm Mountain Standard Time on November 26, 2018

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1.0 Summary of the Requirement

1.1 Objective

The Municipality of Crowsnest Pass is seeking proposals for a contractor to provide food services at the Coleman Sports Complex in the Crowsnest Pass.

1.2 Overview of the Coleman Sports Complex

The Coleman Sports Complex is a major community hub of activities. It hosts hockey, curling, figure skating training and competitions. The facility also is a major community event location with a series of events between ice seasons.

1.3 Overview of the Proposal Requirement

Proponents will be expected to provide proposals that address the terms of this RFP and the criteria outlined in Section 6 of this RFP. In doing so, Proponents shall keep in mind the following mandatory requirements and negotiable considerations.

Mandatory Requirements

- The kitchen equipment is available for inspection upon request.
- The Municipality will supply electricity, gas and internet.
- The proponent must have a Crowsnest Pass Business license.
- The Proponent must supply any equipment beyond what is supplied in the contract.
- The food services facility has traditionally been subleased to community organizations for major events for their fund-raising activities. Satisfactory arrangements will be required to accommodate these groups as part of the contract. Community Services will act as a liaison, but the goal of this is to not significantly disrupt their fund raising while also attempting to increase the service level provided.
- Proponent services may include utilizing the facility to support their internal and external contracting activities.
- Proponent services must include routine regular maintenance and care of the included equipment.
- Major repairs that are caused by normal wear and tear will be paid for by the municipality.
- Proponent will include major cleaning of the facility on a “as needed” basis. They requirement is to meet and exceed acceptable standards for food services cleanliness.
- The operator must meet AHS standards.

Negotiable Considerations

- Term/length of the Contract is one year. Extensions for up to 2 years may be negotiated within the last 6 months of the first term.
- Financial value of the Contract.
- Service level, hours of operation, type of products to be offered, pricing strategies are all factors to be considered.

We would expect the facility to be open any time there are games/public events in the building.

- Method for calculating the payments. This can be a percentage of sales or fixed price per month or annually.
- The proponent may review the facility events schedule with Community Services upon their request.

2.0 Request for Proposal Terminology

Throughout this Request for Proposal, terminology is used as follows:

“Contract” means the written agreement resulting from this Request for Proposal executed by the Municipality of Crowsnest Pass and the Contractor;

“Contractor” means the successful Proponent to this Request for Proposal who enters into a written Contract with the Municipality of Crowsnest Pass and the Contractor;

“Will”, “Shall”, “Must”, “Mandatory”, or “Required” means a requirement that must be met in order for a proposal to receive consideration;

“Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;

“Should”, “Desirable”, or “Ask” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

3.0 Request for Proposal Process

3.1 RFP Schedule

The following is a draft Schedule for the selection process:

RFP Issued for proposal	November 6, 2018
RFP Response Deadline	November 26, 2018
RFP Response Evaluation	November 28, 2018
Negotiation with Preferred Proponent	November 30, 2018
Award Contract for Concession Services	December 4, 2018
Trail Grooming Services Commence	December 15, 2018

3.2 Inquiries

All inquiries to this Request for Proposal are to be directed, in writing or by e-mail, to the following contact person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed to all Proponents at the Municipality of Crowsnest Pass's option.

Contact Person:

Joey O'Brien

Manager of Community Services

Phone: (403) 563-4142

[E-mail: joey.obrien@crowstpass.com](mailto:joey.obrien@crowstpass.com)

3.3 Closing Date & Location

Proposals to be considered by the Municipality of Crowsnest Pass shall be received by 2:00pm Mountain Standard Time on November 26, 2018:

Closing Location:

Crowsnest Pass Municipal Office
8502 - 19th Avenue Coleman, Alberta

3.4 Number of Proposals

Proponents are requested to submit two (2) written copies of their proposals on or before the official closing date outlined herein. Proposals must not be sent by facsimile, compact disc, or other electronic means. Proposals and their sealed envelope should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and the title **Coleman Sports Complex Food Service Proposal**.

3.5 Late Proposals

Late proposals will not be accepted or considered and will be returned to the Proponent.

3.6 Evaluation & Selection

Each of the evaluation criteria that are detailed in Section 6 of this RFP will be evaluated using a numerical scale outlined below.

Rating 5: Excellent – Exceeds the requirements of the criterion in superlative and beneficial ways.

Rating 4: Very Good – Exceeds the requirements of the criterion and provides some added value to the Municipality.

Rating 3: Good – Meets or exceeds the requirements of the criterion, but not necessarily in a value-added way.

Rating 2: Average – Adequately meets most of the requirements of the criterion. May be lacking in some areas that are not critical.

Rating 1: Poor – Addresses some of the requirements of the criterion at a minimum level. Lacking in some critical areas.

Rating 0: Unsatisfactory – Proposal does not satisfy the requirements of the criterion in any manner.

The Municipality intends to enter into negotiation for a Food Services contract with the Proponent with the highest total scoring proposal.

4.0 Proposal Preparation

4.1 Signing Proposals

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal.

4.2 Alternative Solutions

If alternative solutions are offered, Proponents must submit it in a separate proposal by the closing date. This proposal is subject to all the same requirements, terms, and conditions outlined in this Request for Proposal.

4.3 Irrevocability of Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful, the Proponent would enter into a Contract with the Municipality of Crowsnest Pass.

4.4 Language

All responses to this Request for Proposal must be in English.

4.5 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing and submitting a proposal, as well as for any subsequent interviews and negotiations with the Municipality of Crowsnest Pass (if any). If the Municipality of Crowsnest Pass elects to reject all proposals, the Municipality of Crowsnest Pass 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 Limitation of Damages

Further to anything else stated herein, the Proponent, by submitting a proposal, agrees that it will not claim damages for any reason whatsoever relating to the Contract or in respect of the competitive process. The Proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

4.7 Firm Proposals

Unless subsequent negotiation of proposal terms are agreed upon, the proposal terms and conditions outlined in the proposal must be firm for 60 days following the closing date.

4.8 Currency and Taxes

Currency references are to be made in Canadian dollars. Goods and Services Tax shall be clearly identified where applicable.

4.9 Proposal Format

The following format should be followed in order to provide consistency in Proponent responses and evaluations.

- a) Title Page showing the Request for Proposal number, Proponent's name and contact information

- b) Introduction signed by the person(s) authorized to sign on behalf of, and bind the Proponent to, statements made in the proposal
- a) Table of Contents
- b) A short (1-2 page) summary of the key features of the proposal.
- c) The body of the proposal, which addresses information requested and criteria to be evaluated in this RFP (see Section 6 of this Proposal for details on the evaluation criteria)
- d) Any additional information deemed relevant and important to the Proposal

5.0 Additional Terms and Conditions

5.1 Liability for Errors

The Municipality of Crowsnest Pass has used considerable efforts to ensure an accurate representation of information in this Request for Proposal. The information contained in this Request for Proposal is supplied as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality of Crowsnest Pass, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

5.2 Agreement with Terms

By submitting a proposal, the Proponent agrees to all the terms and conditions of this Request for Proposal.

5.3 Modification or Termination of the Request for Proposal

The Municipality of Crowsnest Pass reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addendums.

The Municipality of Crowsnest Pass reserves the right to cancel this RFP or reject any and all proposals submitted. Furthermore, the Municipality of Crowsnest Pass shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved proposal.

5.4 Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the Municipality of Crowsnest Pass become property of the Municipality of Crowsnest Pass. They will be received and held in confidence by the Municipality of Crowsnest Pass, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

5.5 Business License

The successful Proponent will be required to obtain and hold a Municipality of Crowsnest Pass business license.

5.6 Laws of Alberta

Any Contract resulting from this process will be governed, construed, and interpreted in accordance with the laws in affect in the Municipality of Crowsnest Pass, in the Province of Alberta, Canada.

5.7 Insurance

The Contractor shall, without limiting its obligation or liabilities, and at its own expense, provide and maintain throughout the Contract term, Comprehensive General Liability and property damage insurance in an amount not less than five million dollars (\$5,000,000) per occurrence. The Contractor will provide the Municipality of Crowsnest Pass with evidence of the required insurance in the form of a completed Certificate of Insurance immediately following execution and delivery of the Contract.

5.8 Compliance with Laws and Worker's Compensation Board

The Contractor will give all the notices and obtain all the licenses and permits required to perform the Contract. The Contractor will comply with all laws applicable to the performance of the Contract and comply with the requirements of the WCB Act of Alberta as defined in the most current legislation, amendments thereto, or any successor legislation, and shall upon notice of the Municipality of Crowsnest Pass provide evidence of such compliance.

The contractor will supply the municipality with a WCB clearance letter.

6.0 Criteria to be Included & Evaluated in the Proposal

Proponents will be reviewed based on the following criteria. The weighting will be as follows.

CRITERIA	WEIGHT (A) 1 to 5	RATING (B) 1 to 5	SCORE A x B
1. Qualifications	5	0	0
- depth of experience (years/type of experience)			
- references (relevance and quality of)			
- certifications and training of key proposed staff			
2. Financial Value to the Municipality	5	0	0
- simplicity of fee structure			
- length of contract			
- total value of the contract			
3. Non-Financial Value to the Town	4	0	0
- frequency of grooming			
- value added services included			
- viability of the Proposal			
4. Proposal Completeness & Quality	2	0	0
- organization, clarity, overall presentation			
- completeness and content quality			
- thorough, yet succinct			
TOTAL SCORE			0

