



REQUEST FOR PROPOSAL: SUMMER FOOD AND BEVERAGE OPERATIONS

Pass Powderkeg Ski Area

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Request for Proposal

1.0. Summary of the Requirement

1.1.Objective:

Pass Powderkeg Ski Area is seeking proposals for a contractor(s) to provide summer food services at the Pass Powderkeg Ski Area Lodge.

1.2.Overview:

The Pass Powderkeg Ski Lodge is a full service, mid mountain lodge located within the Crowsnest Pass, Alberta. The lodge is owned by the Municipality of Crowsnest Pass and is operated under the current agreement with the Pass Powderkeg Ski Society, a not for profit organization dedicated to the operation of the facility.

Pass Powderkeg Ski Area focuses mainly on winter operations, including lift service, snow school, rentals and food and beverage. The lodge is the only food and beverage area on mountain, and consists of a canteen style kitchen, main floor seating area, two deck seating areas and an upper lounge floor. Total capacity is approximately 160. All decks and seating areas are licensed for alcohol consumption and sales. The kitchen is commercially licensed with certain criteria.

Food services can include full restaurant services, specialty events, coffee, or other food services.

This RFP is for the summer (June 1-October 15, 2019) operation of the lodge for food and beverage service only. It does not include exclusive rights unless agreed upon in contract. The facility may still be used as a meeting space and office space.

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 5 of this RFP. In doing so, Proponents shall keep in mind the following mandatory requirements and negotiable considerations.

Overview:

- 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.

- 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 an “as needed” basis. They requirement is to meet and exceed acceptable standards for food services cleanliness.
- The operator must meet AHS standards.
- Proponent must show proof of WCB and insurance coverage for up to \$5 million (\$5,000,000) in liability.

Negotiable Considerations

- Term/length of the Contract.
- Financial value of the Contract.
- Service level, hours of operation, type of products to be offered, pricing strategies are all factors to be considered.
- Method for calculating the payments. This can be a percentage of sales or fixed price per month.

2.0.Purpose:

2.1.The purpose of this Request for Proposals (RFP) is to identify and rank potential providers of hospitality/food services for the lodge through the summer season. The Pass Powderkeg Ski Society in conjunction with the Municipality of Crowsnest Pass reserves the right to decline all proposals submitted in this process, or negotiate with any proponent, or enter into a contract with any proponent for the services described in this document, or proposed, or otherwise deemed mutually agreeable to the parties.

3.0.Definitions:

Throughout this Request for Proposals, the following definitions will be used:

- **APC** means the electronic tendering service maintained by the Government of Alberta (Alberta Purchasing Connection) at www.purchasingconnection.ca, or any replacement website
- **Contract** means a written contract executed by the Municipality of Crowsnest Pass and the highest ranked Qualified Proponent as a result of an RFP
- **Municipality** means the Municipality of Crowsnest Pass, as represented by the Chief Administrative Officer, or their designated representative. It may also mean the Pass Powderkeg Ski Society, as per the operating agreement.

- **Project Lead** means the Municipal employee responsible for the day to day coordination of project activities, as well as managing the project, budget, and schedule.
- **Proponent** means an individual or a company that submits, or intends to submit, a Proposal.
- **Proposal** means a statement describing services, cost, proponent experience, and proposed schedule in response to this RFP.
- **Province** means Her Majesty the Queen in Right of the Province of Alberta.
- **Qualified Proponent** means a Proponent possessing the required qualifications described in this RFP.
- **RFP** means a Request for Proposals for provision of the services described in Section 4.
- **RFP Score** means the average score (out of 50) achieved by submissions to the RFP.

REQUEST FOR PROPOSAL

4.0. Request for Proposal Process

4.1. RFP Schedule:

The following is a draft Schedule for the selection process:

RFP Issued for proposal: May 4 2019

RFP Response Deadline: June 3 2019

RFP Response Evaluation: June 7 2019

Negotiation with Preferred Proponent: June 10 2019

Award Contract for Concession Services: June 15 2019

4.2. 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: Katherine Seleski, Manager of Pass Powderkeg Ski Area

Phone: (403) 632 6161

E-mail: katherine.seleski@passpowderkeg.com

Closing Date & Location Proposals to be considered by the Municipality of Crowsnest Pass shall be received by 2:00PM Mountain Standard Time on June 3 2019.

Closing Location: Crowsnest Pass Municipal Office 8502 – 19th Avenue Coleman,
Alberta

4.3.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 Pass Powderkeg Ski Area Summer Food and Beverage Operations.

4.4.Inquiries:

All inquiries related to this RFP are to be directed, in writing, to the Project Lead listed on the cover page of this document.

4.5.Closing Date:

One complete hard copy and one electronic copy of each Proposal must be received before 2:00PM Mountain Standard Time on June 3 2019 at the address on the cover page of this document. Electronic proposals may be sent by e-mail to the Project Lead. Proposals should be sealed and their envelopes clearly marked with:

- Name and address of the Proponent
- Pass Powderkeg Ski Area Summer Food and Beverage Operations.

E-Mail submissions shall be deemed received as time marked by the Pass Powderkeg mail server. Proponents are responsible for requesting reception and read receipts. Information obtained from any other hard- or soft-ware source will not be relied upon. Inquiries related to this RFP and the respective answers will be recorded and may be distributed to all Proponents at the Municipality's discretion.

4.6.Late proposals:

Late Proposals in any format will not be considered or evaluated, nor will they be returned to the Proponent.

4.7.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.
- c. Table of Contents
- d. A short (1-2) page summary of key features of the proposal
- e. The body of the proposal, which addresses information requested and criteria to be evaluated in this RFP.
- f. Any additional information deemed relevant and important to the proposal.

4.8. Walk-Through:

Proponents should request an on-site walk-through of the space from the Project Lead at their earliest convenience, prior to finalizing their submission.

4.9. Proposal Review Committee:

A committee comprised of a combination of employees, consultants, or elected officials will evaluate the proposals submitted.

4.10. Review and Selection:

The Proposal Review Committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals meeting all mandatory criteria will be further assessed and scored against the discretionary criteria.

4.11. Signed Proposals:

The Proposal must include a cover letter substantially similar to the cover letter set out in Appendix A, signed by an authorized person on behalf of the Proponent, and binding the Proponent to statements made in their Proposal. This requirement pertains to electronic submissions as well as to hard copy.

4.12. Changes to Proposal:

The Proponent may not change their Proposal after the closing date and time, and no words or comments made after the closing date and time will be added to the Proposal unless requested by the Municipality for purposes of clarification.

4.13. Proponent Expenses:

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Municipality, if any. The Municipality will not be liable for any claims for costs or damages incurred by the Proponent in preparing the Proposal, or any loss of anticipated profit in connection with a Proponent's anticipation of a contract, or any other related matter whatsoever.

4.14. Acceptance of Proposals:

This RFP is not an agreement to purchase goods or services. The Municipality nor the Pass Powderkeg Ski Society is not bound to enter into a Contract with any Qualified Proponent.

4.15. Definition of Contract:

Notice in writing to a Proponent of the outcome of Proposal assessment does not constitute a Contract nor give the Proponent any legal or equitable rights or privileges relative to the service requirements set out in this RFP. Depending on contract value, the Chief Administrative Officer and /or the Council of the Municipality of Crowsnest Pass will make the contact-awarding decision.

4.16. Modification of Terms:

The Municipality and/or Pass Powderkeg Ski Society reserves the right to modify the terms of this RFP at any time in its sole discretion, and to cancel this RFP at any time without entering into a Contract. If any modifications to the terms are made, an Addendum will be issued by the Project Lead. No other correspondence, whether written or verbal, shall modify the terms or conditions set forth herein.

4.17. Ownership of Proposals:

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

4.18. Confidentiality of Information:

Information pertaining to the Municipality obtained by the Proponent as a result of participation in this RFP and any subsequent RFP is confidential and must not be disclosed without written authorization from the Municipality.

4.19. 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. If Proponents provide the Municipality with personal information of employees who have been included as resources in a Proposal, Proponents are responsible to ensure that they have obtained the necessary prior consent from those persons.

4.20. Debriefing:

The Project Lead will offer a debriefing to Proponents on their Proposal scoring, on request.

5.0. Criteria to be Included and Evaluated in Proposal

Proposals 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 <ul style="list-style-type: none"> - Depth of experience (years/type of experience) - References - Certifications and training of key proponent staff 	5		
2. Financial Value <ul style="list-style-type: none"> - Simplicity of fee structure - Total value of proposal 	5		
3. Non-financial Value <ul style="list-style-type: none"> - Quality of Service - Value Added Service - Innovation/Unique Plan 	4		
4. Proposal Completeness and Quality <ul style="list-style-type: none"> - Organization, attention to detail and clarity - Completeness and content quality - Thorough yet succinct 	2		

5.1.Rating:

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

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

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

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

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

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.

6.0. Additional Terms and Conditions

6.1. 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.

6.2. Agreement with Terms:

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

6.3. 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.

6.4. 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.

6.5. Business License

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

6.6. 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.

6.7. 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.

6.8. 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 of Crowsnest Pass with a WCB clearance letter.