

Request for Proposal

Civic Centre Concession Operator



Issued:	August 18, 2023
Closing:	September 12, 2023
RFP Contact:	Kelly Lloyd
Telephone:	403-642-3877
Email:	cao@warner.ca

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1. GENERAL

1.1 Invitation to Submit a Proposal

Proponents are invited to submit Proposals for the provision of operating the Civic Centre Concession.

RFP Issued:	August 18, 2023
Site Visit/Pre-Bid Meeting:	None
Deadline for Questions:	August 29, 2023 at 16:00 MT
Deadline for Issuing Addenda:	September 5, 2023
Submission Deadline:	September 12, 2023 at 14:00 MT
Rectification Period:	(3 business days)
Anticipated Ranking of Proponents:	September 15, 2023
Contract Negotiation Period:	(7 calendar days)
Anticipated Execution of Agreement:	October 14, 2023

This RFP will be conducted with the objective of maximizing benefits for the Village of Warner while offering Proponents a fair and equitable opportunity to participate. The RFP Timetable is tentative only, and may be changed by the Village at any time. For greater clarity, business days mean all days that the Village Administration building is open for business.

Proponents are advised to pay careful attention to the specifications laid out in this RFP. Failure to satisfy any term or condition in this RFP may result in the proposal being deemed unacceptable. The Village of Warner reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The Village of Warner reserves the right to accept a proposal other than the lowest price proposal without stating reasons.

This RFP does not commit the Village of Warner to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at meetings with Village staff.

There will not be a bidders' meeting associated with this procurement.

1.2 Inquiries, Errors, or Omissions

All inquiries must be directed to the RFP Contact in writing by **August 29, 2023 at 16:00 hrs. MT**. Inquiries and responses will be recorded and may, in the municipality's discretion, be distributed to all Proponents.

Proponents should notify the RFP Contact in writing of any ambiguity, divergence, error, omission, oversight or contradiction in this RFP and shall be reported in writing to the Village at least 5 calendar days prior to the RFP Closing.

Should a Proponent fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 5 calendar days prior to the RFP Closing, the Village shall be the sole judge as to the intent of the RFP Documents.

Verbal responses to inquiries are not binding on any party.

1.3 RFP Amendments

The Village of Warner reserves the right to amend the RFP documents and addenda up to 48 hours prior to the RFP Closing Date and Time. Any changes to this document will be communicated to all involved Proponents, in writing, as an addendum.

1.4 Submitting of Proposals

Proponents are requested to submit their submission in the form prescribed herein by the Submission Deadline to the Village of Warner Contact identified below.

Proponents should submit one electronic copy (in PDF or Word format) by email to:

Kelly Lloyd, Chief Administrative Officer
Email: cao@warner.ca

Proposals are to be prominently marked with the RFP title (see RFP Cover) in the email subject line, with the full legal name and return address of the Proponent, and with the Submission Deadline in the email.

Proponents are cautioned that the RFP Closing Time is based on when the proposal is RECEIVED by the Village, and NOT when a Proposal is submitted by the Proponent. It is the sole responsibility of the Proponent to be mindful of the length of time for the proposal to be transmitted due to file transfer size, transmission speed, etc., and the Village shall not be responsible for any delivery issues whether or not caused by the Village server. As such, Proponents are responsible for verifying that their submissions have been received at the correct location.

Any proposals received after the closing date and time will be considered disqualified.

1.5 Freedom of Information and Protection of Privacy (FOIP)

All proposals submitted become the property of the Village, and as such are subject to the provisions of Alberta's Freedom of Information and Protection of Privacy Act.

Respondents who wish to ensure particular parts of their proposal are protected from disclosure under the Act should specifically identify any information or records provided with their proposal that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

1.6 Cost to Submit

The Proponent is responsible for all costs incurred in the preparation and dissemination of the Proposal and for any presentations or interviews related to the Proposal. The Village shall not be liable to any Proponent for any costs and expenses in submitting a Proposal in response to this RFP.

1.7 Negotiations and Contract

Proponents are advised that the Village intends to enter into negotiations with the selected Proponent.

The Village of Warner may, prior to and after contract award, negotiate changes to the contract, to the scope of work, the specifications or any conditions with or one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal Compensation as a result of such changes and the Village shall have no liability to any other Proponent as a result of such negotiations or modifications.

1.8 Termination of Negotiations and/or RFP Process

The Village of Warner reserves the right to terminate contract negotiations with any Proponent and to enter contract negotiations with any other Proponent if, in the opinion of the Village of Warner, at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily concluded in the best interests of the Village of Warner.

1.9 Period of Commitment

Proposals shall be final and binding for 90 days from this RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the Evaluation Team.

1.10 Cost

All costs must be quoted in Canadian dollars and exclusive of GST.

1.11 Irrevocability of Proposals

Proponents may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the RFP Contact. All Proposals become irrevocable after this RFP's closing date and time.

1.12 Proposal Rejection

The Evaluation Team may reject any or all Proposals.

2. INFORMATION

2.1 Background

The Village of Warner has a population of 364 and provides municipal services including administration, finance, public works, recreation, water, wastewater, and waste management services.

Home to the Historical Devil's Coulee Nesting Site, the Village of Warner is located at the base of the Milk River Ridge, along highway 4, 65 km southeast of Lethbridge, and 39 km north of the US Border. Adjacent to the CANAMEX Corridor – allowing for seamless and efficient transportation of goods, services, people and information between Canada, Mexico and the United States.

The Village of Warner (the "Village") is seeking Proposals for a Civic Centre Concession Operator for the 2023-2024 (and desired subsequent) Hockey Season(s).

The intent of the Request for Proposal is to obtain proposals from those interested in operating the Warner Civic Centre Concession, under a lease agreement between the Village (Lessor) and the Concession Operator (Lessee).

The Concession facility is located in the Civic Centre Lobby. The normal ice season begins mid October through to the middle of March, annually. The average hours per week with allocated ice times is forty-four (44), with open skate every day when the ice is not rented out.

2.2 Scope of Work

Please see Schedule A.

3. EVALUATION CRITERIA

The Village of Warner reserves the right to accept or reject any and all proposals. The Village reserves the right to accept a submission other than the lowest price submission without stating reasons. By the act of submitting a response to this RFP, the proponent waives any rights to contest in any legal proceeding or against the right of the Village of Warner to award the work to any proponent in its sole discretion.

The first stage will consist of a review of all submissions to ensure that each submission was received on time, that the certification is properly completed and signed, and the submission is sufficiently responsive to the RFP.

Following the initial evaluation of the proposals, the second stage will consist of a comprehensive evaluation of the RFP based on the criteria listed below. The Proponent may be contacted at that time to provide further information or address any questions or issues that may have arisen while evaluating the Proponent's proposal.

Evaluation Category	Weighting
Meeting Scope of Work Requirements	20
Profile – Experience, Qualifications, Education	20
Days and Hours of Operation	10
Type of Food Services to be Provided	10
References	10
Annual Lease Payment Proposed	30
TOTAL	100

Proposals will be evaluated and ranked according to the outline below. Evaluations will be based on a scale of 0 to 10. The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score. The Village reserves the right to reject any proposal that receives a rating of four (4) or less on any criterion.

Rating	Description
10	Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.
8	Somewhat exceeds expectations; Proponent has a very good understanding of the requirement, very good probability of success.
6	Meets expectations; Proponent has a good understanding of the requirements, good probability of success.
4	Somewhat meets expectations; minor weakness or deficiencies, Proponent understands the requirement, fair probability of success.

2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

3.1 Evaluation Of Pricing

Each Proponent will receive a percentage of the total possible points allocated to price it has bid on by dividing that Proponent's price into the lowest bid price. For example, if a Proponent bids \$120.00 and that is the lowest bid price, that Proponent receives 100% of the possible points ($120/120 \times 100 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points ($120/150 \times 100 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points ($120/240 \times 100 = 50\%$).

$\frac{\text{Lowest rate}}{\text{Second-lowest rate}} \times \text{Total available points} = \text{Score for proposal with second-lowest rate}$

$\frac{\text{Lowest rate}}{\text{Third-lowest rate}} \times \text{Total available points} = \text{Score for proposal with third-lowest rate}$

And so on, for each proposal.

Upon completion of stage two, a short list of Proponents will be invited to participate in the third stage if the Village of Warner decides to proceed beyond the RFP stage, if required.

The third stage of the evaluation will consist of oral presentations to Village of Warner staff. Proponents invited to participate in the third stage are to ensure that the individual identified as the project leader in their RFP submission will be available during the interview portion of the evaluation in addition to any other key personnel that the Proponent wishes to include.

4. PROPOSAL CONTENT

Proposals should be organized in the following format using the section titles and sequence listed below, to facilitate evaluation and to ensure each proposal receives full consideration.

4.1 Proposal Submission Letter or covering letter

Must be dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications on behalf of the Proponent.

4.2 Executive Summary

Touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and costs.

4.3 Proponent Profile

The Proposal must include:

- 4.3.1 A **brief** introduction of the Proponent, identifying the members of the project team and project lead (if applicable);
- 4.3.2 Project team members identified are to remain on the project until completion. Any changes in project team members will be subject to Village of Warner

approval, and the Consultant shall ensure such changes do not negatively impact the quality of the deliverables and project timelines;

- 4.3.3 A contact for any questions or clarifications arising from the Proposal. Contact information should include name, title, address, email, and phone number;
- 4.3.4 Contact information for the Proponent's head offices and applicable service centres; and
- 4.3.5 Details of any subcontracting arrangements proposed by the Proponent.

4.4 Project Understanding, Concept and Proposed Methodology

This section should specifically address the Proponent's understanding of the Village's needs and provide details of the Proponent's methodology to the scope of work including all items listed in Schedule A. The Proponent should outline their project vision, processes and systems used for planning, scheduling, and budgeting to meet the obligations and requirements under this schedule are also met.

This section must address the work, effort and team member participation role in delivering the work. The proposed methodology should also identify any potential options, or changes to the outlined approach that could be advantageous to the Village. Any such optional work should be identified specifically or outlined in a separate section.

4.5 Related Experience and References

The Proponent shall include a list of three (3) recent and relevant projects (within the last three years) with their RFP package. Each of the references shall include a contact person complete with title, email address and phone number. The references will reflect similar work that has been provided. Preference will be given to companies with experience working with municipalities with similar demographics and requirements to the Village of Warner.

4.6 Alberta Worker's Compensation Board (WCB)

A current Alberta WCB Clearance Letter should be included in the proposal as evidence of such coverage and confirmation that the Proponent's account is in good standing. If the Proponent does not have such coverage in place, the Proponent will be required to obtain it within 10 days upon receiving notice of the intent to award.

4.7 Proof of Insurability

Proponents shall provide proof of general comprehensive liability insurability, from a licensed insurer, in the amount of a minimum of \$2,000,000 with the municipality as an additional named insured. Contents Insurance must be provided by the Concession Operator. Said policies shall be provided annually.

4.8 Costs

Provide a schedule of total fees proposed per the work plan key tasks. The total should include all fees, costs and disbursements (including travel costs), sub-consultant fees, and any other expenses as required under the Scope of Work.

Itemize separately any additional services being recommended to the Village of Warner in addition to the project scope.

5. AWARDING OF CONTRACT

This RFP should not be construed as a contract to purchase goods and services. Only

written notice, to the Proponent of acceptance of the proposal by the Village of Warner, and the subsequent full execution of a written agreement, shall constitute a contract for the provision of Concession Services.

The Village of Warner reserves the right to accept or reject, in whole or in part, all proposals received. The lowest or any proposal will not necessarily be accepted, as various criteria are used in the evaluation process.

No act of the Village of Warner, other than a notice in writing signed by the Chief Administrative Officer, or designate, shall constitute an acceptance of a proposal.

The Village of Warner reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, the Village of Warner may reject any proposal which:

- 5.1.1. Is incomplete, obscure, irregular, or unrealistic;
- 5.1.2. Has non-authorized (not initialed) erasures or corrections in their proposal offer or any schedule thereto;
- 5.1.3. Omits or fails to include any or more items in the proposal offer for which a price is required by the RFP;
- 5.1.4. Fails to complete the information required by the RFP to be furnished with the proposal or fails to complete the information required whether the same purports to be completed or not;
- 5.1.5. Fails to be submitted before the deadline.

Further, a proposal may be rejected on the basis of:

- The Proponent's past performance, if applicable, with the Village of Warner;
- Financial constraints;
- Unreasonable or unacceptable completion schedules; and
- Failure to comply with federal, provincial, and municipal legislation.

The Village of Warner has the right, in the interest of the Village, to waive any informality, insufficiency or irregularity in any proposal responses received, and to accept the proposal that is deemed most favourable to the interests of the Village of Warner.

6. LIMITATION OF LIABILITY

Notwithstanding any other provision, by submitting a proposal, each Proponent agrees that any claim that the Proponent may have against the Village of Warner and its employees, agents, consultants and elected officials (collectively the "Village Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this Request for Proposals process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Proponent's actual and reasonable costs in preparing its Proposal to a maximum of \$2,500.00. For clarity, each Proponent specifically waives as against the Village Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

SCHEDULE A: SCOPE OF WORK

1. Concession Facility

- Located at Large Civic Centre entry
- Access is available from an exterior exit door, and an interior door
- Existing Natural Gas and Electrical Services

2. Existing Equipment

- 1 – Habaco 48", 40 m³ sliding glass door refrigerator
- 1 – Bunn-O-Matic Coffee Machine
- 1 – Woods Deep Freezer (chest)
- 1 – Viking Deep Freezer (upright)
- 1 – Imperial Deep Fryer with two trays
- 1 – Admiral Range
- 1 – Fire Suppression Range Guard
- 1 – Profitter Popcorn Machine
- 1 – Triple Sink

* Concession Operator may choose to provide additional food equipment.

3. Normal Ice Season & Suggested Hours of Operation

The normal ice season begins mid October through to the middle of March, annually.

- Mondays: 4:45 p.m. – 8:15 p.m.
- Tuesdays: 6:00 p.m. – 9:30 p.m.
- Wednesday: 6:15 p.m. – 8:45 p.m.
- Thursdays: 4:45 p.m. – 8:00 p.m.
- Fridays: 1:00 p.m. – 10:00 p.m.
- Saturdays: 7:00 a.m. – 11:00 p.m.
- Sundays: 7:00 a.m. – 7:30 p.m.

The above hours of operation are suggestions only, based on experience of the past Lessees. There are various special events, which may offer the Concession Operator additional times of operation. Proposals are not limited to the above days / times. The above times include 30-minute set-up time (Fridays) and 60-minute set-up time (Saturday & Sunday). Some suppliers deliver to the facility only during the weekday daytime hours.

4. Other Agreements

- Concession Operator may enter into Agreements with food suppliers and/or food preparing and serving equipment suppliers.

5. Health & Safety

- Concession facility must be operated in accordance with the Provincial Health Act
- Food Safe Handling Course certification is required by the Concession Operator

6. Lease Agreement

The successful Proponent will be required to enter into a Lease Agreement with the Lessor (Village of Warner) describing the terms and conditions of the Agreement between the Lessor and Lessee (Concession Operator). A draft copy of the Lease Agreement will be provided upon request, during the Request for Proposal period.

SCHEDULE B: TERMS / PRICING & DELIVERY

The following details for the proposed individual terms for operating the Civic Centre Concession and compensation to the Village of Warner, payable by the Proponent, for the opportunity to operate the Civic Centre Concession.

Requirements

Details / Specifics

(Include extra Worksheets or attachments as required)

Proposed Lease Terms

Days / Hours of Operation

Food Services to be provided

Value of Liability Insurance Coverage \$

Annual Lease Payment to Village of Warner \$

Total Amount in Written Words

Provide any additional information here:

SCHEDULE C: CERTIFICATION / REFERENCES DOCUMENT CERTIFICATION

We have carefully read and examined the RFP document and addenda as issued by the Village agree to operate the Large Arena Concession stated herein.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Village of Warner. We agree to be bound by statements and representations made in this proposal.

Proponent Information (Please Print)

Company Name:
Address: Contact:
City Phone:
Province: Fax:
Postal Code: Email:

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

Addendum Number ____ Dated _____

Addendum Number ____ Dated _____

REFERENCES

Municipality or Company Name Contact Person Phone #

Signature of Authorized Company Official Date